VILLAGE OF insdale Est. 1873

MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES Tuesday, February 21, 2023 7:00 P.M. MEMORIAL HALL – MEMORIAL BUILDING 19 East Chicago Avenue, Hinsdale, Illinois (Tentative & Subject to Change)

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF MINUTES
 - a) Regular meeting of January 31, 2023
- 4. VILLAGE PRESIDENT'S REPORT
 - a) Proclamation Honoring Retiring Assistant Village Manager/Director of Public Safety Brad Bloom
 - b) Appointment of Village Clerk and Deputy Village Clerk
 - c) Appointment of Thomas S. Bloom, Police Pension Board
- 5. PUBLIC HEARING APPROPRIATIONS
- **6. CITIZENS' PETITIONS*** (Pertaining to items appearing on this agenda)
- 7. FIRST READINGS INTRODUCTION**

Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)

Administration & Community Affairs (Chair Posthuma)

- a) Move to Approve the Annual Appropriation Ordinance for the Year January 1, 2023 to December 31, 2023
- b) To approve the attached list of blanket purchase orders for Calendar Year 2023 totaling \$974,580 and waiving the competitive bid requirements, where applicable

Environment & Public Services (Chair Byrnes)

- c) Award a year 2 extension of Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the budgeted amount of \$183,331.00
- d) Approve a proposal from HR Green for the development of a Source Water

Protection Plan (SWPP)

8. CONSENT AGENDA

All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of January 26, 2023 through February 15, 2023 in the aggregate amount of \$1,642,542.28 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale

Environment & Public Services (Chair Byrnes)

c) Award a Year 3 Extension for the Elm Tree Treatment Contract #1676 to Kinnucan Tree Experts and Landscape Company in the bid comparison amount of \$11.42 per inch not to exceed the budgeted amount of \$137,930.76 in the Calendar Year 2023 Budget (*First Reading – January 31, 2023*)

Zoning and Public Safety (Chair Stifflear)

 d) Approve payment to Thomas Dodge Chrysler, Highland, IN, for the purchase of five (5) new patrol fleet vehicles in the amount of \$197,601 (First Reading – January 31, 2023)

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission****

Administration & Community Affairs (Chair Posthuma)

 a) Designate the position of Village Manager as the Village of Hinsdale Fair Housing Compliance Officer

10. DISCUSSION ITEMS

a) Chamber of Commerce – Annual Events

11. DEPARTMENT AND STAFF REPORTS

a) Fire

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

- **13. CITIZENS' PETITIONS*** (Pertaining to any Village issue)
- 14. TRUSTEE COMMENTS

16. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

**The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.

***Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.

****Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Brad Bloom, ADA Coordinator, at 630-789-7007 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website: www.villageofhinsdale.org

VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE REGULAR MEETING January 31, 2023

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, January 3, 2023 at 7:00 p.m. Roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Michelle Fisher, Neale Byrnes and Scott Banke

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Acting Village Clerk / Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Finance Director Alison Brothen, and Director of Public Services George Peluso and Village Clerk Emily Tompkins

Present electronically: HR Director Tracy McLaughlin, Parks and Recreation Superintendent Mike Hayes, and Fire Chief John Giannelli, Director of Community Development Robb McGinnis, and Village Planner Bethany Salmon

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) Regular meeting of January 17, 2023

Trustee Byrnes moved to approve the minutes of the regular meeting of January 17, 2032, as amended. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that the Village is looking to fill a vacancy on the Police Pension Board. He asked that interested candidates call or email him.

President Cauley also reported that early voting for the 2023 Consolidated General Election would take place March 20 through April 3 and the Village of Hinsdale Memorial Building will be an early voting site for residents of DuPage County. Complete lists of voting locations are on the DuPage County Election

Village Board of Trustees Meeting of January 31, 2023 Page 2 of 7

or Cook County Election websites. Registration to vote can be done online on the Illinois State Board of Elections website, by mail or in person at locations identified on the Cook and DuPage County websites.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Zoning and Public Safety (Chair Stifflear)

a) Approve payment to Thomas Dodge Chrysler, Highland, IN, for the purchase of five (5) new patrol fleet vehicles in the amount of \$197,601.

Trustee Stifflear introduced the item. He explained that supply chain issues in 2021 and 2022 with the Ford Police Interceptors led to the delay and the eventual cancellation of three squad cars, one from 2021 and three from 2022. These cars were previously approved for purchase by the Village Board. Due to the cancellations, the CY 2023 CIP contains a total of four cars for replacement. The fifth car that the Village is requesting be replaced as part of this purchase was ordered in 2022 and due to be delivered and paid for at the end of CY 2022 but was cancelled in the last weeks of December without enough time to re-budget for 2023. Unspent funds remain available. Trustee Stifflear stated that this request is consistent with the Capital Improvement Plan (CIP). The current vendor, Thomas Dodge, anticipates delivery of these squads sometime after June of 2023. The vendor has participated in a purchasing cooperative through the Southwest Conference of Mayors and as such the Village received competitive pricing. The Village of Hinsdale's historical vendor, Currie Motors, was not offering competitive bids and would not guarantee delivery of police vehicles in 2023. The cost savings to the Village by ordering squads through Thomas Dodge is approximately \$50,000. Police Chief Brian King said he visited municipalities that were using Dodge Durangos and there were no operational issues other than the potential need for different brackets for equipment. Trustee Stifflear stated that Thomas Dodge was the only dealer who could guarantee delivery of vehicles in 2023. He also noted that this request did not include the cost of outfitting the squad cars.

The Board agreed to move this item to the consent agenda at their next meeting.

Environment & Public Services (Chair Byrnes)

b) Award a Year 3 Extension for the Elm Tree Treatment Contract #1676 to Kinnucan Tree Experts and Landscape Company in the bid comparison amount of \$11.42 per inch not to exceed the budgeted amount of \$137,930.76 in the Calendar Year 2023 Budget.

Trustee Byrnes introduced the item. He stated this is the third-year extension of the contract; Kinnucan provided elm injection services to the Village of Hinsdale in 2021 and 2022. Kinnucan agreed to the contract requirement of maintaining unit pricing for this third-year extension.

Village Board of Trustees Meeting of January 31, 2023 Page 3 of 7

The Board agreed to move this item to the consent agenda at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

a) Trustee Posthuma moved to Approve payment of the accounts payable for the period of January 12, 2023 through January 25, 2023 in the aggregate amount of \$738,338.20 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning & Public Safety (Chair Stifflear)

a) Approve global settlement of United States v. Village of Hinsdale and Trinity v. Village of Hinsdale through Consent Decree and related releases, resolving various disability-related discrimination claims.

President Cauley reported that the Village reached an agreement to settle the case brought against the Village by Trinity Sober Living and the U.S. Department of Justice concerning a home at 111 N. Grant, subject to the Board's approval. He stated the Board had discussed this matter at length in closed session. President Cauley explained that Trinity had purchased a home at 111 N. Grant with the purpose of housing up to 10 residents recovering from drug and alcohol addiction and one house manager. Trinity has since sold the home but continued litigation. The Village agreed to settle the case only because it had become too costly for the Village to litigate. The federal government took over the litigation on Trinity's behalf. President Cauley said the federal government took depositions from him and from staff members and neighbors of 111 N. Grant. He stated Federal Magistrate Judge Cole found the federal government had made the case extremely expensive for Hinsdale and he denied the government's request to reopen fact discovery in an attempt to get more fact discovery after that time had closed. Magistrate Judge Cole put a stop to the government's tactics during fact discovery stating: "The government has reaped thousands of pages of discovery and hours of testimony regarding the plaintiff, a single sober living facility on a residential block in a small suburb. At this point it delves into information on the peripheries and is leaving proportionality in the rearview mirror. The time has come after giving the government the benefit of the doubt more than once over defendant's objection to say enough is enough." Magistrate Judge Cole likened the federal government's discovery against Hinsdale to a "runaway train" and a "monster on the loose". President Cauley said there was little doubt in his mind that the federal government would make future litigation steps as costly as possible and it was in

Hinsdale's best interest to settle litigation now. He explained the case was never about the Village not welcoming those with disabilities to its community; all are welcome in Hinsdale. The Board recognizes its obligation under the American's With Disabilities Act to make reasonable accommodations by providing zoning relief, where appropriate, to those with disabilities. He stated this case was always about the authority of a local government, Hinsdale, to control its own zoning laws in the first instance and about the ability of a local government, Hinsdale, to determine in the first instance if a request for accommodation is reasonable. Trinity bypassed the Village Board and never gave local government the opportunity to do its job. Trinity bought the home and secretly started a sober living facility without ever coming to the Village. Neighbors of 111 N. Grant brought the matter to the Village's attention. The Village advised Trinity that the zoning code prohibits more than three unrelated people living in a single-family home in a single-family residential district without receiving prior approval from the Village for a reasonable accommodation. The Village advised Trinity to come to the Board to request a reasonable accommodation. Trinity's lawyers responded with a letter stating that ten individuals living in the home would be the "functional equivalent of a family" so the group home did not violate the Zoning Code. The letter also stated the Zoning Code's definition of a "family" was "not rational" and was unenforceable under federal law. The letter indicated Trinity had no plans to enter into any discussions with the Village and the only option was for the Village to capitulate to Trinity's demands. The Village's attorney advised Trinity to come to the Village Board with their request for reasonable accommodation and informed them they could not add more residents to the home until the issue had been addressed by the Village. Because Trinity did not agree to maintain the status quo and refused to come to the Village Board, the Village brought suit against Trinity in State court alleging that they planned to violate the zoning code. The federal judge handling the Trinity case recently denied Trinity's efforts to amend their case to add a retaliation claim. Trinity claimed the Village's case was a sham and was brought against Trinity to retaliate against them for opening a sober living home. In denying Trinity's request, the federal judge stated "Trinity" had already indicated its plans to house ten unrelated residents. While there was only one resident at the time the suit was filed by Hinsdale, nothing prevented the Village from filing a preemptive suit. As Trinity admits, absent accommodation, its group home would violate the zoning code. Consequently, the court concludes the plaintiff, Trinity, failed to plausibly allege that the Village's State court action was a sham." After Hinsdale brought its State court action against Trinity in Wheaton for planning to violate the zoning code, Trinity then brought a claim against the Village for discrimination under the Americans With Disabilities Act in federal court and convinced the U.S. Justice Department to bring a suit against the Village too. President Cauley stated this was Trinity's plan all along. During discovery, the Village uncovered an email from the owner of Trinity, Michael Owens, discussing setting up a group home "under the radar" and when the town objects, suing for damages in federal court claiming discrimination. President Cauley explained Owens never had any intention of working with the Village and the federal government agreed that Trinity could bypass the Village Board and open a group home without coming before the Village Board. He said he strongly believes the Village and Board have legitimate interest in protecting the Zoning Code. The Board realizes its obligation under federal law to grant reasonable accommodations to those with disabilities in appropriate circumstances, but the Village Board has the right to determine in the first instance if the requested accommodation is reasonable. If Mr. Owens had come to the Village Board, the Board would have discussed

his plans and attempted to reach an agreement. He stated the Village Board is responsible for ensuring the welfare and the safety of the community and are also responsible for enforcing the Zoning Code and making reasonable exceptions to the Code in appropriate circumstances. He noted there are no regulations governing group homes in Illinois, making the only protector of the community's interests in connection with group homes the local government. Had Mr. Owens come to the Board, he would have been asked questions such as what is the therapeutic benefit of having 10 people recovering from drug or alcohol abuse living together, what procedures are in place to ensure drugs or alcohol would not be brought into the home, what are the qualifications and responsibilities of the house manager, will there be a parking problem, can the residents have visitors and where would they park. The federal government and Owens took the position that Owens could simply bypass the Board. President Cauley stated this was not right and makes for terrible policy with implications going far beyond the instant case. If zoning decisions are made by property owners and government lawyers in Washington D.C. instead of in the first instance by local governments, the ability of residents to rely on local zoning and local elected officials to enforce local zoning laws would be undermined. He said the Village was able to settle with the federal government on terms that maintain the fundamental character of the Village's Zoning Code. The Village also agreed to pay Owens a substantial sum, but the sum is far less than legal fees would have been the case had gone to trial. As part of the settlement, the Village agreed to a Consent Decree with the federal government. The Consent Decree does not really change anything, but it does create paperwork and requires the Village to adopt bureaucratic procedures. President Cauley said in the sixteen years he has been Village President he only recalled two situations involving the Americans With Disabilities Act, one being Trinity. The other situation involved a resident who followed proper procedure making a request for zoning relief as a reasonable accommodation under the Americans With Disabilities Act, which the Board guickly granted in a single meeting. The Consent Decree still allows the Village to enforce the Zoning Code provisions that no more than three unrelated people can live in a home in a single-family residential district. Section 8 of the Consent Decree states the Village shall allow group homes for persons with disabilities "provided that the number of unrelated residents in home does not exceed the Village's limit of unrelated residents in a dwelling for persons without disabilities". Section 8 of the Consent Decree also states that "nothing herein shall prohibit the Village from adopting regulations or restrictions on the use of residential property based on the number of unrelated residents provided that such a restriction is neutral as to the disability and not applied in a discriminatory manner". President Cauley stated if the Consent Decree had been in place when Trinity came to Hinsdale, everything the Village did from a substantive nature would have been consistent with the Consent Decree. The federal government would not settle the case unless the Village settled with Owens. In order to settle the case, based on the advice of the Village's insurance carrier, IRMA, the Village agreed to pay Mr. Owens \$790,000 to settle. The Village agreed to this only to avoid spending more money on litigation. The settlement will be paid by excess reserves on deposit with IRMA and from the Village's general funds. The Village also agreed to pay the federal government \$10,000.

Trustee Posthuma asked when the zoning changes will take effect and Village Manager Kathleen Gargano stated the Village had outlined the series of steps the Village needed to take to be compliant with the Consent Decree.

Village Board of Trustees Meeting of January 31, 2023 Page 6 of 7

Trustee Stifflear asked if the Consent Decree specifically supports that the Village limit is three unrelated residents and President Cauley replied it must be kept to three people and a request for accommodation can be made. He said the Consent Decree makes it clear it is appropriate for the Village to limit to three unrelated people in a single residential home. President Cauley clarified there are two agreements, the Consent Decree and a separate release with Trinity.

A motion was made by Trustee Stifflear to Approve global settlement of United States v. Village of Hinsdale and Trinity v. Village of Hinsdale through Consent Decree and related releases, resolving various disability-related discrimination claims, Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried

DISCUSSION ITEMS

DEPARTMENT AND STAFF REPORTS

None.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn the meeting. Trustee Banke moved to adjourn the meeting. Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.	
Meeting adjourned at 7:29 p.m.	
ATTEST:	
Andrianna Peterson, Acting Village Clerk	-

Village Board of Trustees Meeting of January 31, 2023 Page 7 of 7



VILLAGE OF HINSDALE PROCLAMATION HONORING RETIRING ASSISTANT VILLAGE MANAGER / DIRECTOR OF PUBLIC SAFETY BRAD BLOOM

WHEREAS, Brad Bloom has faithfully served the Village of Hinsdale for over 38 years; and;

WHEREAS, Mr. Bloom has dedicated his professional career to serving as a law enforcement officer for 31 years and Assistant Village Manager / Director of Public Safety for 8 years. Brad joined the Village of Hinsdale Police Department as a full-time Police Officer in December 1984. Brad was promoted to Sergeant in December 1987, Deputy Chief in May 2000 and then Police Chief in August 2003. In February 2016, Brad retired as Chief and began a new role as Assistant Village Manager / Director of Public Safety; and

WHEREAS, Mr. Bloom has provided exceptional service, steady leadership and thoughtful guidance to assist and aid residents and the community at large; and

WHEREAS, Mr. Bloom's dedication to the Village has contributed to the high quality of life enjoyed by the Hinsdale community, including our safe streets and neighborhoods. Brad's partnership with the businesses and civic groups to support their offerings to the Village community has been exceptional. Brad has served on the Community Memorial Foundation Board, the Emergency Telephone System Board and the DuPage County Chiefs of Police Association. Brad was a member of the task force that created the DuPage Narcan Program and as of today, is credited with saving 500 lives. Finally, Brad is to be commended for his tireless work in managing the construction of the downtown Parking Deck which opened to the community in July 2020 and provided over 300 parking spaces for visitors; and

NOW, THEREFORE, BE IT PROCLAIMED that I, Thomas Cauley, President of the Village of Hinsdale, on behalf of the Hinsdale Board of Trustees, the entire Staff of the Village, and all Village residents, do hereby commend and thank Brad Bloom for his outstanding service and commitment to the Village of Hinsdale, and convey our sincerest best wishes on his well-deserved retirement.

IN WITNESS WHEREOF, I have 2023.	hereunto set my hand this 21st day of February,
	Thomas K. Cauley, Village President
Filed this 21st day of February, 2023 with	n the Village Clerk
	Andrianna Peterson, Acting Village Clerk

AGENDA ITEM # 4b REQUEST FOR BOARD ACTION



Administration

AGENDA SECTION: Village President's Report

Resolution Authorizing the Appointment of Emily Tompkins as Village

SUBJECT: Clerk and the Appointment by the Village Clerk of Andrianna Peterson

as Deputy Clerk

MEETING DATE: February 21, 2023

FROM: Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a Resolution authorizing the appointment of Emily Tompkins as Village Clerk and the Appointment by the Village Clerk of Andrianna Peterson as Deputy Clerk.

Background

In November 2022, the Village Board approved the appointment of Andrianna Peterson, Assistant Village Manager, to serve as Acting Village Clerk effective December 2, 2022, and until a successor Village Clerk was appointed and duly qualified to serve. On January 16, 2023, the Village hired Emily Tompkins to serve as Village Clerk.

Discussion & Recommendation

President Cauley submits the appointment of Emily Tompkins as Village Clerk to the Village Board of Trustees for their advice and consent pursuant to Section 1-7-1 (Appointment; Term; Salary) of the Hinsdale Village Code. Her appointment will be effective February 22, 2023.

The Village Code allows the President and Village Board to authorize the Village Clerk to appoint a Deputy Clerk. In the event of the absence of the Village Clerk, it is further recommended that the Village Board authorize the Village Clerk to appoint a Deputy Clerk, and to give its advice and consent to the appointment of Andrianna Peterson as Deputy Clerk.

Budget Impact

None

Village Board and/or Committee Action

N/A

Documents Attached

Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPOINTMENT OF EMILY TOMPKINS AS VILLAGE CLERK AND THE APPOINTMENT BY THE VILLAGE CLERK OF ANDRIANNA PETERSON AS DEPUTY CLERK

WHEREAS, Christine Bruton, who served as the appointed Village Clerk of the Village of Hinsdale ("Village") for the past sixteen (16) years, recently retired; and

WHEREAS, the Village President has submitted the appointment of Emily Tompkins as Village Clerk of the Village to the Board of Trustees for their advice and consent pursuant to Section 1-7-1 (Appointment; Term; Salary) of the Hinsdale Village Code; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village that Emily Tompkins be appointed Village Clerk as provided for in Section 1-7-1 of the Hinsdale Village Code; and

WHEREAS, the Board of Trustees has further determined that it is in the best interests of the Village to authorize the appointment by the Village Clerk of a deputy clerk, and to give its advice and consent to the appointment by the Clerk of Andrianna Peterson as such Deputy, all as provided for in Section 1-7-5 (Deputy Clerk) of the Village Code.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The Board of Trustees gives its advice and consent to the appointment of Emily Tompkins as the Village Clerk of the Village of Hinsdale, effective February 22, 2023.

SECTION 3: The Board of Trustees further authorizes the Village Clerk to appoint a Deputy Clerk and gives its advice and consent to the appointment of Andrianna Peterson as Deputy Clerk of the Village of Hinsdale.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this day of roll call vote as follows:	f	, 2023, pursuant to a
AYES:		
ABSENT:		
APPROVED by me this and attested to by the Village Clerk this		, 2023,
ATTEST:	Thomas K. Cauley, Jr., Vill	age President
Andrianna Peterson, Acting Village Cl	 erk	



AGENDA ITEM # 4c REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Village President's Report

Subject: Appointment to Police Pension Board

MEETING DATE: February 21, 2023

FROM: Andrianna Peterson, Acting Village Clerk

Recommended Motion

Approve the appointment to the Police Pension Board, as recommended by the Village President.

Background

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, has the authority to make appointments, and makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers. There is a current vacancy on the Police Pension Board.

Discussion & Recommendation

Mr. Thomas S. Bloom has agreed to serve on the Police Pension Board for a 2-year term through April 30, 2025

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Application (provided confidentially to Village Board of Trustees)

AGENDA ITEM # 7a



REQUEST FOR BOARD ACTIONFinance

AGENDA SECTION: First Reading – ACA

SUBJECT: Annual Appropriations Ordinance

MEETING DATE: February 21, 2023

FROM: Alison Brothen, Finance Director

Recommended Motion

Move to Approve the Annual Appropriations Ordinance for the Year January 1, 2023 to December 31, 2023.

Background

Attached is the proposed Annual Appropriation Ordinance for the Year January 1, 2023 to December 31, 2023. The ordinance represents the legal spending authority for Calendar Year 2023 and is required by state statutes to be adopted by March 31, 2023. It should be noted that although the appropriation ordinance represents the Village's legal spending authority, the Village's budget, which was adopted in December, is the financial plan which the Village operates under throughout the year.

Prior to adopting the ordinance, statutes require that the Village hold a public hearing on the ordinance and that notice of the public hearing be published in the newspaper. The notice of the public hearing was published in the *Hinsdalean* on February 9, 2023, and the legally required public hearing on the proposed appropriation ordinance will be held on February 21, 2023 prior to the first reading of the ordinance.

Discussion & Recommendation

The line items contained in the proposed appropriation ordinance are identical to the Village's Calendar Year 2023 Budget with the exception of account 2200-7907 Motor Vehicles, whereby an additional \$49,000 has been appropriated but not included in the 2023 Budget. The replacement for Squad Car 46 was ordered in 2021 and included in the CY 2022 Budget and CY 2022 Capital Improvement Plan. However, supply chain issues in 2022 with the Ford Police Interceptors led to the delay and eventual cancellation of Hinsdale's order. The police vehicle was then not included in CY 2023 Budget or CY 2023 Capital Improvement Plan. The current vendor anticipates delivery of the vehicle sometime after June 2023.

In addition to the line item budget amounts, a contingency amount is added for unforeseen expenses in each Department. The contingency amount is to ensure that the Village has spending authority in case of unforeseen emergencies such as severe weather or fire. If the contingency amount is not available, the Village would be legally precluded from procuring needed services to the citizens in a timely manner.

As to the amounts for the Hinsdale Public Library, these amounts were approved by a separate resolution of the Hinsdale Public Library Board.

Budget Impact

There is no impact to the original budget. The Appropriations Ordinance sets the legal spending limit for the Village.



$\frac{\textbf{Village Board and/or Committee Action}}{N/A}$

<u>Documents Attached</u>
1. Annual Appropriations Ordinance for the Year January 1, 2023 to December 31, 2023

VILLAGE OF HINSDALE

ORDINANCE NO. 02023-

ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR JANUARY 1, 2023, TO DECEMBER 31, 2023

WHEREAS, a proposed appropriation ordinance for the Village of Hinsdale for the year ending December 31, 2023, upon which this Annual Appropriation Ordinance is based, was heretofore duly prepared and made conveniently available to the public for at least 10 days prior to the public hearing described below and for at least 10 days prior to the adoption of this Annual Appropriation Ordinance, all in accordance with the requirements of Section 8-2-9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the Board of Trustees of the Village of Hinsdale, pursuant to notice duly published on February 9, 2023 in the Hinsdalean in accordance with the requirements of said Section 8-2-9 held a public hearing on February 21, 2023, for the purpose of hearing and considering testimony regarding the proposed appropriation ordinance; and

WHEREAS, all required or necessary revisions, alterations, increases, or decreases in the proposed appropriation ordinance have since been made and are reflected in this Annual Appropriation Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

<u>Section 1.</u> <u>Recitals.</u> The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. General Corporate Appropriations. The following sums of money, or so much thereof as may be authorized by law, are deemed necessary to defray all necessary expenses and liabilities of the Village of Hinsdale for the year commencing on January 1, 2023, and ending

December 31, 2023, and the same shall be, and they are hereby, appropriated for the objects and purposes hereinafter specified:

CY 2023 Appropriation Ordinance

Corporate Fund - 100 Finance and Administration-Department 11

Financ	e and Administration-Department 11	Appropriation
7001	Full-Time Salaries	1,124,761
7003	Part-Time Salaries	160,872
7005	Longevity Pay	1,200
7009	Vehicle Allowance	12,835
7011	Overtime	5,500
7023	Water Fund Cost Allocation	(904,250)
7101	Social Security	75,506
7103	Medicare	18,642
7105	IMRF	60,550
7111	Health Insurance	198,465
7113	Dental Insurance	4,215
7115	Life Insurance	2,189
7131	Tuition Reimbursement	15,282
7133	Mileage Reimbursement	200
7135	Brd of Police/Fire Comm.	30,000
7137	Employment Advertising	7,500
7139	Personnel Expenses	16,024
7141	Staff Development & Training	14,200
7143	Membership Dues/Subscriptions	27,721
7145	Uniforms & Apparel	1,950
7149	Village-Wide Employee Relations	15,875
7201	Legal Expenses	588,000
7207	Auditing Services	41,915
7209	Accounting Services	21,000
7211	Actuarial Services	14,750
7213	Consulting Services	18,250
7215	Tollway /Lobbying Expenditures	84,000
7221	IT Service Contract	196,580
7223	IT Contracts & Service Agreements	114,810
7225	Utility Billing Expenses	15,000
7227	Vehicle License Expenses	22,000
7231	Telecommunications	23,575
7233	Cable/Internet	19,800
7249	Record Retention & Doc Mgmt	580
7251	Recording Fees-County	3,500
7269	Parking System Expenses	2,200
7299	Other Services	27,000
7301	Postage	20,800
7303	Office Supplies	8,300
7305	Breakroom Supplies	2,000
7307	Printing and Publications	11,000

Financ	e and Administration-Department 11 (cont)	Appropriation
7391	Computer Hardware, Software, Supplies	105,200
7405	Comp./Off. Equip. Maint.	13,300
7501	Plan Commission	1,000
7503	Historical Preservation Comm.	10,000
7505	Economic Development Comm.	90,000
7507	Ceremonial Occasions	100,000
7509	HPC Incentive Prog Grants	40,000
7513	Bank Fees	80,000
7523	IRMA Premiums	64,020
7525	Self-Insured Deductible	12,000
7591	Contingency	350,000
7595	Sales Tax Incentive Payments	175,000
7599	Miscellaneous Expense	200
7740	Transfer to MIP Projects Fund	1,720,000
7901	General Equipment	135,000
7903	Computer Equipment	151,280
7909	Buildings	100,000
	Total Finance and Administration	5,271,297

Cornors	ate Fund - 100	
_	Department - Department 21	Appropriation
	Full-Time Salaries	2,855,262
7003	Part-Time Salaries	119,383
7005	Longevity Pay	8,100
7009	Vehicle Allowance	235
7011	Overtime	325,500
7023	Water Fund Cost Allocation	(21,772)
7101	Social Security	19,833
7103	Medicare	43,132
7105	IMRF	13,904
7107	Police Pension Contributions	736,446
7111	Health Insurance	497,686
7113	Dental Insurance	12,464
7115	Life Insurance	6,507
7133	Mileage Reimbursement	2,000
7141	Staff Development & Training	33,600
7143	Membership Dues/Subscriptions	19,815
7145	Uniforms	24,500
7149	Employee Recog & Relations	1,100
7213	Consulting Services	4,450
7223	Data Processing Services	91,070

Police Department - Department 21 (cont)Appropriation7231 Telecommunications44,007233 Cable/Internet3,057235 Electric3,007237 Natural Gas7,007241 Custodial Services16,907247 Licenses & Permits2,017249 Record Retention & Doc Mgmt4,907263 Dispatch Services350,007269 Parking System Expenses18,787276 CALEA Accreditation Fee4,74	50 00 00 00 10
7235 Electric 3,00 7237 Natural Gas 7,00 7241 Custodial Services 16,90 7247 Licenses & Permits 2,01 7249 Record Retention & Doc Mgmt 4,90 7263 Dispatch Services 350,00 7269 Parking System Expenses 18,78	00 00 00 10
7237 Natural Gas 7,00 7241 Custodial Services 16,90 7247 Licenses & Permits 2,01 7249 Record Retention & Doc Mgmt 4,90 7263 Dispatch Services 350,00 7269 Parking System Expenses 18,78	00 00 10 00
7241 Custodial Services 16,90 7247 Licenses & Permits 2,01 7249 Record Retention & Doc Mgmt 4,90 7263 Dispatch Services 350,00 7269 Parking System Expenses 18,78	00 10 00
7247 Licenses & Permits2,017249 Record Retention & Doc Mgmt4,907263 Dispatch Services350,007269 Parking System Expenses18,78	10 00
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7263 Dispatch Services 350,00 7269 Parking System Expenses 18,78	
7269 Parking System Expenses 18,78	١.
• • •)()
7276 CALEA Accreditation Fee 4,74	34
	1 5
7277 Contribution to Other Agencies 23,12	20
7303 Office Supplies 6,00)()
7307 Printing and Publications 3,00)()
7311 Gasoline & Oil 54,00)()
7327 Building & Maintenance Supplies 2,20)()
7341 Citizen's Police Academy 30)()
7343 Range Supplies 10,50)()
7353 Medical/Safety Supplies 1,50)()
7359 Police Department Supplies 9,40)()
7391 Computer Hardware, Software, Supplies 47,17	71
7401 Building Maintenance 26,00	
7403 General Equipment Maintenance 12,55	
7405 Comp./Off. Equip. Maint. 6,74	
7407 Motor Vehicle Maintenance 25,00	
7417 Parking System Maintenance 80	
7523 IRMA Premiums 129,00	
7525 Self-Insured Deductible 42,00	
7901 General Equipment 15,60	
7903 Computer Equipment 30,00	
7907 Motor Vehicles 238,00 7909 Buildings 250,00	
,	
7591 Contingency 306,57 Total Police Department 6,487,06	

Corporate Fund - 100		
Fire Department - Department 31	Appropriation	
7001 Full-Time Salaries	2,506,016	
7003 Part-Time Salaries	91,799	
7005 Longevity Pay	11,500	
7009 Vehicle Allowance	235	
7011 Overtime	320,000	
7013 Reimbursable Overtime	12,750	
7023 Water Fund Cost Allocation	(21,772)	

_	epartment - Department 31 (cont)	Appropriation
7101	Social Security	6,188
7103	Medicare	37,668
	IMRF	4,332
7109	Firefighters' Pension Contributions	1,158,406
7111	Health Insurance	405,483
	Dental Insurance	12,079
	Life Insurance	5,744
7141	Staff Development & Training	32,920
7143	Membership Dues/Subscriptions	10,355
7145	Uniforms	26,400
7149	Employee Recog and Relations	1,250
7231	Telecommunications	28,400
7233	Cable/Internet	1,000
	Electric	350
	Natural Gas	7,000
7241	Custodial Services	1,170
	Licenses & Permits	259
	Record Retention & Doc Mgmt	320
	Dispatch Services	182,659
7301	Postage	370
	Office Supplies	3,480
	Breakroom Supplies	600
7307	Printing and Publications	1,000
7311	Gasoline & Oil	25,300
7313	Motor Vehicle Supplies	345
7327	Building & Maintenance Supplies	7,840
7329	Tools & Hardware	8,150
7351	Emergency Management Supplies	300
7353	Medical/Safety Supplies	15,950
7355	Hazmat Supplies	1,900
7357	Fire Department Supplies	4,200
7391	Computer Hardware, Software, Supplies	23,441
7401	Building Maintenance	29,860
7403	General Equipment Maintenance	11,260
7405	Comp./Off. Equip. Maint.	4,812
7407	Motor Vehicle Maintenance	69,600
7409	Radio Maintenance	10,400
7423	Water System Maintenance	20,000
7523	IRMA Premiums	118,925
7525	Self-Insured Deductible	35,000
7901	General Equipment	69,000
7591	Contingency	265,212
	Total Fire Department	5,569,456

ate runu - 100	
	Appropriation
	1,393,093
	30,501
	4,050
	14,700
	84,750
	(150,937)
•	87,419
	20,642
	70,895
	255,790
	7,964
	3,140
-	10,680
<u> </u>	8,870
	15,440
	2,200
	10,000
- -	5,000
	5,000
	9,050
	103,000
	26,000
	73,362
	26,832
1 6	23,580
	325
	76,500
•	56,596
Tree Removals	72,000
	100,000
	142,629
·	80,000
	1,500
•	13,872
	3,300
	4,350
	1,400
	3,320
	43,850
Motor Vehicle Supplies	2,300
Chemicals	123,683
Laboratory Supplies	0
	6,200
Tools & Hardware	12,980
	Services Department - Department 41 Full-Time Salaries Part-Time Salaries Longevity Pay Vehicle Allowance Overtime Water Fund Cost Allocation Social Security Medicare IMRF Health Insurance Dental Insurance Life Insurance Life Insurance Staff Development & Training Membership Dues/Subscriptions Uniforms Overtime Meals Engineering & Architects Biennial Bridge Inspections Consulting Services Telecommunications Electric Natural Gas Custodial Services Snow Removal Dumping/Refuse Removal Licenses & Permits Street Sweeping Mosquito Abatement Tree Removals Tree Pruning Elmi/Ash Tree Treatments Third Party Review Equipment Rental Holiday Decorating Other Services Office Supplies Breakroom Supplies Printing and Publications Gasoline & Oil Motor Vehicle Supplies Chemicals

Public	Services Department - Department 41 (cont)	Appropriation
7331	Trees	81,350
7353	Medical/Safety Supplies	1,500
7391	Computer Hardware, Software, Supplies	9,800
7399	Non-Caitalized Equipment	7,000
7401	Building Maintenance	56,414
7403	General Equipment Maintenance	10,600
7405	Comp./Off. Equip. Maint.	5,704
7407	Motor Vehicle Maintenance	57,947
7409	Radio Maintenance	800
7411	Landscaping & Grounds Maint	91,710
7413	Street & Sidewalk Maintenance	56,074
7415	Traffic & Street Light Maint	64,870
7427	Parking Deck Maintenance	71,489
7523	IRMA Premiums	91,892
7525	Self-Insured Deductible	60,000
7901	General Equipment	110,000
7907	Motor Vehicles	312,500
7909	Buildings	466,000
7913	Parking Lots	70,000
7591	Contingency	225,574
	Total Public Services Department	4,737,050

Comm	<u>unity Dev. Department - Department 51</u>	Appropriation
7001	Full-Time Salaries	632,275
7003	Part-Time Salaries	2,200
7005	Longevity Pay	5,000
7009	Vehicle Allowance	65,000
7011	Overtime	4,200
7023	Water Fund Cost Allocation	(176,713)
7101	Social Security	42,408
7103	Medicare	10,110
7105	IMRF	31,487
7111	Health Insurance	83,698
7113	Dental Insurance	2,539
7115	Life Insurance	1,384
7133	Mileage Reimbursement	100
7141	Staff Development & Training	3,500
7143	Membership Dues/Subscriptions	1,675
7145	Uniforms	1,000
7213	Consulting Services	50,000
7223	Data Processing Services	13,500
7231	Telecommunications	7,900

Comm	unity Dev. Department - Department 51 (cont)	Appropriation
7249	Record Retention & Doc Mgmt	7,500
7265	Outside Inspectors	25,500
7267	Third Party Review	10,000
7303	Office Supplies	5,000
7305	Breakroom Supplies	400
7307	Printing and Publications	1,200
7311	Gasoline & Oil	1,850
7329	Tools & Hardware	250
7353	Medical/Safety Supplies	375
7399	Non-Capitalized Equipment	1,000
7405	Comp & Office Equipment Maintenance	4,340
7407	Motor Vehicle Maintenance	1,500
7523	IRMA Premiums	20,344
7525	Self-Insured Deductible	2,500
7591	Contingency	43,151
	Total Community Development	906,173

Parks of	& Recreation Department - Department 61	Appropriation
7001	Full-Time Salaries	475,215
7003	Part-Time Salaries	385,700
7005	Longevity Pay	1,150
7009	Vehicle Allowance	6,300
7011	Overtime	7,500
7023	Water Fund Cost Allocation	(21,242)
7101	Social Security	53,377
7103	Medicare	12,483
7105	IMRF	27,889
7111	Health Insurance	73,772
7113	Dental Insurance	2,886
7115	Life Insurance	1,153
7133	Mileage Reimbursement	600
7141	Staff Development & Training	8,310
7143	Membership Dues/Subscriptions	2,925
7145	Uniforms	9,015
7223	Data Processing Services	16,890
7231	Telecommunications	12,150
7233	Cable/Internet	4,890
7235	Electric	78,200
7237	Natural Gas	31,300
7241	Custodial Services	29,750
7245	Dumping/Refuse Removal	18,216
7247	Licenses & Permits	6,200

Parks of	& Recreation Department - Department 61 (cont)	Appropriation
7271	Equipment Rental	7,875
7273	Recreation Programming	326,150
7303	Office Supplies	5,500
7307	Printing and Publications	36,030
7311	Gasoline & Oil	11,500
7323	Chemicals	19,600
7327	Building Maintenance Supplies	16,900
7329	Tools & Hardware	1,850
7353	Medical/Safety Supplies	2,170
7361	Recreation Supplies	42,650
7363	KLM Event Supplies	7,350
7391	Computer Hardware, Software, Supplies	500
7399	Non-Capitalized Equipment	12,700
7401	Building Maintenance	53,225
7403	General Equipment Maintenance	28,200
7405	Comp./Off. Equip. Maint.	3,200
7407	Motor Vehicle Maintenance	2,500
7411	Landscaping & Grounds Maint	224,320
7419	Parks Maintenance	2,500
7513	Bank Fees	15,200
7523	IRMA Premiums	53,873
	Self-Insured Deductible	7,500
7901	General Equipment	42,000
7905	Park Equipment	55,000
7907	Motor Vehicles	55,000
7909	Buildings	162,000
7911	Land/Grounds	246,000
7591	Contingency	134,296
	Total Parks & Recreation Department	2,820,218

Motor Fuel Tax Fund - 200		Appropriation
7740	Transfer to MIP Projects Fund	0
7990	Contingency for Unforeseen Expenses	0
	Total	0

Foreign Fire Insurance Fund - 210		Appropriation
7141	Staff Development and Training	35,700
7145	Uniforms	9,000
7391	Comp Hardware, Software, & Supplies	7,600
7399	Non-Capitalized Equipment	37,700
7521	Officials Bonds	0
7591	Contingency for Unforeseen Expenses	9,000
	Total	99,000

<u>Debt Service Funds - 300-310</u>		Appropriation
7601	Bond Principal Payment	2,075,000
7605	Interest Expense	1,104,070
7607	Bond Paying Agent Fees	2,850
7591	Contingency for Unforeseen Expenses	159,096
	Total	3,341,016

MIP Infrastructure Projects Fund-400		Appropriation
7203	Engineering & Architects	800,000
7730	Transfer to Debt Service Funds	2,744,755
7762	Transfer to Water Capital	1,735,000
7913	Parking Lots	380,000
7915	Street Improvements	755,000
7921	Sidewalks	250,000
7591	Contingency for Unforeseen Expenses	333,238
	Total	6,997,993

Water	& Sewer Oper. Fund - 600	Appropriation
7001	Full-Time Salaries	673,071
7005	Longevity Pay	3,600
7009	Vehicle Allowance	4,200
7011	Overtime	80,000
7023	Water Fund Cost Allocation	1,296,686
7101	Social Security	41,730
7103	Medicare	9,760
7105	IMRF	33,519
7111	Health Insurance	109,739
7113	Dental Insurance	3,617
7115	Life Insurance	1,530
7141	Staff Development & Training	840
7143	Membership Dues/Subscriptions	7,420
7145	Uniforms	3,700

Water	& Sewer Oper. Fund - 600 (cont)	Appropriation
7147	Overtime Meals	400
7203	Engineering & Architects	6,300
7223	Data Processing Services	13,500
7231	Telecommunications	20,000
7233	Cable/Internet	2,100
7235	Electric	52,000
7237	Natural Gas	10,000
7239	FLAGG Creek Sewer Charges	7,000
7241	Custodial Services	10,560
7245	Dumping	16,650
7299	Other Services	6,689
7301	Postage	16,080
7303	Office Supplies	400
7305	Breakroom Supplies and Coffee	400
7307	Printing and Publications	2,900
7311	Gasoline & Oil	14,200
7321	DWC Cost	4,610,000
7323	Chemicals	3,000
7325	Laboratory Supplies	350
7327	Building and Maintenance Supplies	750
7329	Tools & Hardware	9,470
7353	Medical/Safety Supplies	710
7391	Comp Hardware, Software, & Supplies	24,850
7399	Non-Capitalized Equipment	0
7401	Building Maintenance	17,488
7403	General Equipment Maintenance	3,550
7405	Comp & Off Equipment Maintenance	350
7407	Motor Vehicle Maintenance	5,100
7423	Water System Maintenance	169,471
7425	Sewer System Maintenance	83,380
7511	Utility Tax	0
7523	IRMA Premiums	220,318
7525	Self-Insured Deductible	2,500
7599	Miscellaneous Expense	750
7603	Loan Principal Payment	193,878
7605	Interest Expense	24,723
7763	Transfer to Water Alt Bond	170,219
7901	General Equipment	215,000
7907	Motor Vehicles	55,000
7591	Contingency for Unforeseen Expenses	412,972
	Total	8,672,420

Water & Sewer Capital Fund - 620		Appropriation
7917	Water Mains	2,605,000
7919	Sewers	660,000
7591	Contingency for Unforeseen Expenses	163,250
	Total	3,428,250

Water	Appropriation	
7601	Bond Principal Payment	135,000
7605	Interest Expense	32,126
7607	Bond Paying Agent Fees	475
7591	Contingency for Unforeseen Expenses	8,380
	Total	175,981

Police	Pension Fund - 700	Appropriation
7031	Pension Payments	2,478,837
7033	Disability Payments	131,422
7141	Staff Development and Training	3,500
7143	Membership Dues/Subscriptions	795
7201	Legal Expenses	10,000
7209	Accounting Services	15,450
7211	Actuarial Services	3,913
7299	Other Services	21,620
7513	Bank fees	1,000
7599	Miscellaneous Expenses	7,500
7591	Contingency for Unforeseen Expenses	267,404
	Total	2,941,441

Firefig	hters' Pension Fund - 710	Appropriation
7031	Pension Payments	1,648,813
7033	Disability Payments	326,136
7141	Staff Development and Training	1,500
7143	Membership Dues/Subscriptions	795
7201	Legal Expenses	10,182
7209	Accounting Services	15,924
7211	Actuarial Services	3,936
7299	Other Services	19,239
7513	Bank fees	1,000
7599	Miscellaneous Expenses	1,500
7591	Contingency for Unforeseen Expenses	202,903
	Total	2,231,928

Librar	v Operations Fund - 900	Appropriation
7001	Full-Time Salaries	1,135,000
7003	Part-Time Salaries	510,000
7011	Overtime	400
7101	Social Security	101,990
7103	Medicare	23,853
7105	IMRF	65,000
7111	Health Insurance	120,000
7115	Life Insurance	2,300
7119	Unemployment Compensation	1,000
7139	Personnel Expenses	1,000
7513	Bank Fees	500
7523	IRMA Premiums	74,000
7525	Self-Insured Deductible	5,000
7730	Transfer to Debt Service Funds	268,712
7791	Transfer to Library Capital	315,000
7801	Staff Development	30,000
7802	Strategic Plan Implementation	20,000
7803	Staff Recognition-Internal	1,500
7804	Staff Recognition-External	2,000
7807	Marketing and Outreach	38,000
7809	Library Programs-Youth	24,000
7811	Library Programs-Adult	14,000
7813	Youth Materials	70,000
7815	Adult Materials	107,000
7817	Databases	67,000
7819	Periodicals	15,000
7821	Digital Materials	115,000
	Collection Services Supplies	30,000
7824	Lost Books	200
	Catalog Services	42,137
	Hardware	60,000
7829	Computer Support & Software	50,000
7831	Custodial	46,800
	Utilities	13,650
7835	Janitorial-Maintenance Supplies	10,500
	Building Maintenance Contract	11,500
7839	1	40,000
	Legal Expenses	5,000
	Planning Services	10,000
7845	Misc Contractual Services	5,000
	Postage	3,000
7849	Telephone	24,000
7851	Accounting	37,680
7853	Vending Supplies and Services	100

<u>Librar</u>	y Operations Fund - 900 (cont)	Appropriation
7855	Office Supplies	13,000
7857	Copier Service and Supplies	23,000
7859	Misc Supplies	1,400
7861	Board Development	2,500
7863	Special Events	7,000
7865	Helen O'Neill Scholarship	500
7867	Art Expenditures	2,000
7868	Donations Expenses	0
7869	Friends Pledges Expense	5,000
7873	Misc Expense	1,400
7591	Contingency	38,251
	Total	3,610,873
<u>Librar</u>	y Capital Projects Fund - 910	Appropriation
7903	Computer Equipment	40,000
7909	Buildings	1,145,000
7591	Contingency for Unforeseen Expenses	100,000
	Total	1,285,000

All Funds Summary	Appropriation
Corporate Fund - 100	
Departments - 11 thru 61	25,791,257
Motor Fuel Tax Fund - 200	0
Foreign Fire Insurance Fund - 210	99,000
Debt Service Funds - 300-308	3,341,016
MIP Infrastructure Project Fund - 400	6,997,993
Water & Sewer Operations Fund - 600	8,672,420
Water & Sewer Capital Fund - 620	3,428,250
Water & Sewer Debt Service Fund - 632	175,981
Police Pension Fund - 700	2,941,441
Firefighters' Pension Fund - 710	2,231,928
Library Funds - 900 & 910	4,895,873
Total All Funds	58,575,159

Section 3. <u>Unexpended Prior Appropriations</u>. Any sum of money heretofore appropriated for any object or purpose and not expended that is now in the Treasury of the Village of Hinsdale or that may hereafter come into the Treasury of the Village of Hinsdale is hereby reappropriated by this Annual Appropriation Ordinance for such object or purpose.

Section 4. Allotment of Funds. Any funds derived from sources other than the 2022 tax levy, and other than revenue pledged for specific purposes, may be allotted by the Village President and Board of Trustees to such appropriations and in such amounts, respectively, as the Board of Trustees may determine, within the limits of said appropriations, respectively, insofar as the doing of same does not conflict with law.

<u>Section 5.</u> <u>Repealer.</u> All ordinances or parts of ordinances inconsistent with the provisions of this Annual Appropriation Ordinance shall be, and they are hereby, repealed.

Section 6. Severability. If any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion and provisions of this Ordinance.

Section 7. Filing. A certified copy of this Ordinance shall be filed with the county clerks of Cook and DuPage Counties within 30 days after adoption.

Section 8. Effective Date. This Annual Appropriation Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this 7 th d	ay of March, 2023, pursuant to a roll call vote as follows:
AYES:	
APPROVED by me same day.	this 7th day of March, 2023 and attested to by the Village Clerk this
	Thomas K. Cauley, Jr., Village President
ATTEST:	
Emily Tompkins, Village Clo	erk



REQUEST FOR BOARD ACTION Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Blanket Purchase Orders

MEETING DATE: February 21, 2023

FROM: Alison Brothen, Finance Director

Recommended Motion

To approve the attached list of blanket purchase orders for Calendar Year 2023 totaling \$974,580 and waiving the competitive bid requirements, where applicable.

Background

Attached for the Village Board's consideration are requested Blanket Purchase Orders for Calendar Year 2023, which would exceed the Village Manager's purchasing authority of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine purchases, proprietary items, or sole-source vendors.

Discussion & Recommendation

The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that the Village may spend in the aggregate in excess of \$20,000 to these particular vendors in the next fiscal year.

The listing of vendors is similar to last year with the addition of six vendors (marked with an asterisk) that had a stand-alone purchase order request in 2022 as well as two new vendors. Chicago Parts and Sounds/PDS has been added as they will be providing and installing new equipment for the four new squads that will be delivered in 2023. Orbis Solutions has been added to the list to provide cloud-based back-up services for Village-wide servers that is not included in the contract. AT&T Mobility has been added as the vendor for cell phone charges to replace Sprint which has been Hinsdale's vendor for cell phones in the past.

Budget Impact

Sufficient budgeted funds exist in the various line items to support this request.

Village Board and/or Committee Action

N/A

Documents Attached

1. Blanket Purchase Order List

Village of Hinsdale Blanket Purchase Orders Over \$20,000 Calendar Year 2023

Vendor	Department	Description	2023	Amount
Andres Medical Billing	Finance	Ambulance Billing Service	\$	33,000
AT & T Mobility	All Departments	Cell Phone Charges	\$	37,000
CDW-G	IT	Computer repairs and purchases	\$	40,000
Chicago Parts and Sounds/PDS	Police Dept	Outfitting equipment for new squads (4)	\$	50,000
Core & Main	Public Services	Water Main and Sewer Parts and Supplies, Meters	\$	146,500
David Vannorsdel	General Government	Temporary ERP Project Management	\$	45,250
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$	40,000
East Ave Lacrosse	Parks & Rec	Lacrosse programs - 65/35 split	\$	40,000
GovHR/Gov Temps	All Departments	Temporary Staffing	\$	25,000
Hawkins, Inc.	Public Services	Veeck CSO and Pool Chemicals	\$	22,000
The Hinsdalean	All Departments	Legal Notices/Advertising	\$	22,000
Kroeschell Service Inc	Public Services	HVAC Repairs and Service	\$	21,600
Orbis Solutions	IT	Cloud based storage	\$	22,000
Ryan and Ryan	Administration	Tollway Legal Services	\$	25,000
Sports Kids, Inc	Parks & Rec	Sports programming - 70/30 split	\$	35,000
Suburban Tree Consortium	Public Services	Tree Plantings	\$	92,500
Third Millennium	General Government	Water Bill Printing and Mailing/Vehicle and Animal License Applications	\$	37,000
Tyler Technologies	Finance	Enterprise Resource Planning (ERP) System Implementation and Reporting	\$	32,280
Vigilant Solutions, LLC	Police Dept	Annual Subscription for LPR cameras and Commercial Data Access	\$	23,000
Warehouse Direct	All Departments	Office Supplies	\$	34,750
Warren Oil	All Departments	Fuel - Diesel	\$	44,150
WEX	All Departments	Fuel - Gasoline	\$	106,550

Total \$ 974,580

^{*} item was a stand alone purchase order request in 2022 that we are including in Blanket Purchase Order List for 2023

AGENDA ITEM # 7c REQUEST FOR BOARD ACTION



Public Services & Engineering

AGENDA SECTION: First Read - EPS

Subject: Bid #1685 – Landscape Maintenance Services Extension

MEETING DATE: February 21, 2023

FROM: John Finnell, Superintendent of Parks & Forestry

Garrett Hummel, Management Analyst

Recommended Motion

Award year 2 extension of Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the budgeted amount of \$183,331.00.

Background

There are 140 acres of public green space in the Village; 23 acres of Village right-of-way (ROW) and 117 acres of park grounds. ROW includes cul-de-sacs, passive areas and miscellaneous Village property. The scope of work includes mowing and string trimming of Village ROW and parks. Additional landscape services are performed in Village parks, including mulch installation, playground weeding, sidewalk and parking lot weeding, shrub trimming, planting bed maintenance and spring and fall clean up. In addition to the 140 acres of green space, the Village manages 78 rain gardens in the Woodlands neighborhood. It is the responsibility of the Village to maintain these green spaces in a quality manner that is consistent with surrounding properties. The Village Parking Deck landscaping and maintenance was also added to the contract during this bid. There are four Assignments in the Landscape Maintenance Contract:

- A- Mowing and string trimming Village ROW and central business district sidewalk weed removal.
- B- Mowing, string trimming, landscape maintenance and additional services in Village parks.
- C- Planting bed maintenance in the Woodland rain gardens.
- D- Mowing, string trimming, landscape maintenance and planting bed maintenance in the Village Parking Deck (newly added in 2022).

All performed services/costs are outlined in the attached bid proposal and bid tabulation.

Discussion & Recommendation

In March of 2022, Public Services staff solicited sealed bids for landscape maintenance services. The bids were opened on March 16, 2022. The Village received three (3) bids for landscape maintenance and Apex Landscaping was the low qualified bidder. The Village reserves the right to renew the contract for two (2) additional (1) year periods, subject to acceptable performance by the contractor. Unit prices are held consistent in the renewal period.



Public Services was satisfied with Apex Landscaping's performance during the first year of the contract. Public Services recommends approval of year 2 of the landscape maintenance contract with Apex Landscaping.

Budget Impact

Included in the Calendar Year 2023 Budget is \$183,331 for landscape maintenance services. The funding is spread out over several accounts including Village ROW mowing and rain garden maintenance (4200-7411), Village parks (6300-7411) and the Village Parking Deck (4100-7427). This bid is designed to establish fixed unit costs for the various landscaping tasks. The Village's budget is detailed below by assignment:

	Line Item	Line Item	Line Item	Line Item	
	4200-7411	6300-7411	4200-7411	4100-7427	
	ROW Mowing	Parks	Rain Garden	Parking Deck	
	Assignment A	Assignment B	Assignment C	Assignment D	Total
Budget	\$35,000	\$125,000	\$14,000	\$9,331	\$183,331

Public Services staff will closely monitor the Village's landscaping needs throughout the year and look for opportunities for cost savings.

Village Board and/or Committee Action

Award year 2 of Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed \$183,331.00.

Documents Attached

1. Bid Proposal from Apex Landscaping

Village of Hinsdale Bid #1685 – Landscape Maintenance Bid Proposal

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the locations of the proposed work, the proposed forms of Agreement and Bonds, the Contract Specifications for the above designated work, and he proposes and agrees if this Proposal is accepted that he will contract with the Village of Hinsdale in the form of the copy of the Agreement included in

Full Name of Bidder

Main Business Address

ese contract documents to provide all necessary machinery, tools, apparatus and other means of work and utility and transportation services necessary to do all the work and furnish all the materials a uipment in the manner and time herein prescribed; and according to the Contractor's Bonds, and Certifica Insurance specified, and to do all other things required of the Contractor by the Contract documents; and the will take in full payment therefore the sums set forth in the following Bidding Schedule.				
If this proposal is accepted and the undersigned shall fail date of the award of contract, and to give the bond for fa required, the Village of Hinsdale, shall at its option, determined thereupon this proposal and acceptance thereof shall accompanying this proposal shall operate and the same liquidated damages.	ithful performance, and all certificates of insurance as mine that the bidder has abandoned this contract and ll be null and void and the forfeiture of security			
Date: $3-14-22$	Agex Landscoping, The			
	Contractor			
	24414 N. Old Metfury R.			
(SEAL OF CORPORATION)	Address			
(SEAL OF CORPORATION)	Address Hawthern Woods, IL 60047 City and State			
	City and State			
	Noue K. Rath			
	ATTEST BY: Signature			
	ATTEST BY: Signature Client Remoses to tile			

Title

Assignment A Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
A1	ADAMS @ OGDEN	\$5	34	\$170
A2	BITTERSWEET & COLUMBIA	\$5	34	\$170
А3	BRUSH HILL	\$80	34	\$2,720
A4	BURLINGTON AND STOUGH	\$5	34	\$170
A5	CHARLESTON RD	\$36	34	\$1,224
A6	CHESTNUT ST. PARKING LOT	\$5	34	\$170
A7	CHICAGO & PRINCETON	\$15	34	\$510
A8	CHICAGO GARFIELD-ELM	\$15	34	\$510
A9	COUNTY LINE COURT	\$5	34	\$170
A10	DALEWOOD ISLAND	\$5	34	\$170
A11	HINSDALE GARFIELD-STOUGH	\$58	34	\$1,972
A12	JACKSON ST. CUL-DE-SAC	\$15	34	\$510
A13	LINCOLN LOT	\$5	34	\$170
A14	MADISON @ OGDEN	\$15	34	\$510
A15	MILLS – THE LANE NORTH	\$34	34	\$1,156
A16	NORTH HIGHLAND STATION	\$26	34	\$884
A17	PARKWAYS @ HMS	\$5	34	\$170
A18	POLICE/FIRE BUILDING	\$5	34	\$170
A19	PUBLIC WORKS GARAGE	\$5	34	\$170
A20	RAVINE & COUNTY LINE	\$5	34	\$170
A21	RAVINE & OAK	\$5	34	\$170
A22	SYMONDS DRIVE	\$12	34	\$408
A23	VILLAGE LOT	\$12	34	\$408
A24	WASHINGTON @ OGDEN	\$12	34	\$408
A25	WASHINGTON CIRCLE	\$15	34	\$510
A26	WASHINGTON LOT	\$5	34	\$170
A27	WATER PLANT	\$54	34	\$1,836
A28	WEST HINSDALE STATION	\$10	34	\$340
A29	WEST OF POST CIRCLE	\$5	34	\$170
A30	WOODLAND DRIVE ISLANDS	\$15	34	\$510
A31	WOODSIDE & COLUMBIA	\$18	34	\$612
A32	YORK & WALKER	\$12	34	\$408
A33	FULLER EASEMENT	\$5	34	\$170
A34	ELM ROW 9TH-55TH	\$5	34	\$170
A35	JACKSON HINSDALE AVE-8TH	\$55	34	\$1,870
A36	COLUMBIA 1ST-3RD	\$50	34	\$1,700
A37	1ST & PRINCETON	\$12	34	\$408
A38	3RD & PRINCETON	\$12	34	\$408
A39	4TH ST ISLANDS	\$12	34	\$408
A40	6TH & PRINCETON	\$12	34	\$408

A41	7TH & HARDING	\$12	34	\$408
A42	7TH & WILSON	\$12	34	\$408
A43	CLAY AND 8TH	\$12	34	\$408
A44	VINE AND 8TH	\$12	34	\$408
A45	OAK @ 9TH	\$12	34	\$408
A46	STOUGH AND 9TH	\$12	34	\$408
A47	59TH GIDDINGS – ELM	\$12	34	\$408
A48	STOUGH AND RT 83	\$12	34	\$408
A49	"806" FRANKLIN	\$5	34	\$170
A50	TAFT & 55TH	\$18	34	\$612
A51	CHESTNUT CUL-DE-SAC	\$5	34	\$170
A52	BRUSH HILL TRAIN STATION	\$5	34	\$170
A53	CLEVELAND CUL-DE-SAC	\$5	34	\$170
	CENTRAL BUSINESS DISTRICT HARD			<u>`</u>
CBD	SURFACE CLEANING	\$250	10	\$2,500

ANNUAL TOTAL FOR ASSIGNMENT A	\$30,414
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

Assignment B Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
B1	Brook Park	ONIT PRICE	QUANTITI	ANNOAL PRICE
D4	Mowing	\$158	34	\$5,372
	String Trim	inc	34	\$5,572
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	
B2	Burlington Park	\$20	10	\$200
DZ.	Mowing	\$97	34	¢2.200
	String Trim			\$3,298
		inc \$280	34	ćano
	Spring Clean Up 1 Mulch Installation 2		1	\$280
		\$400	2	\$800
	Planting Bed Maintenance	\$30	20	\$600
	Hard Surface Cleaning	\$10	20	\$200
	Shrub Trimming 1	\$600	1	\$600
	Fall Clean Up 1	\$340	1	\$340
B3	Burns Field			
	Mowing	\$175	34	\$5,950
	String Trim	inc	34	
	Mulch Installation 1	\$625	1	\$625
	Planting Bed Maintenance	\$35	10	\$350
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
B4	Dietz Park			
	Mowing	\$49	34	\$1,666
	String Trim	inc	34	
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
B5				
В6	Ehret Park			
	Mowing	\$40	34	\$1,360
	String Trim	inc	34	
	Planting Bed Maintenance	\$25	10	\$250
	**Butterfly Garden			
B7	Eleanor's Park			
	Mowing	\$40	34	\$1,360
	String Trim	inc	34	7-,
	Planting Bed Maintenance	\$110	10	\$1,100
	Hard Surface Cleaning	\$20	10	\$200
B8	Highland Park	720	10	9200
	Mowing	\$140	34	\$4,760
	String Trim	inc	34	Ş 4 ,700
	Mulch Installation 1	\$750	1	\$750
	Planting Bed Maintenance	\$25	10	\$250
	Hard Surface Cleaning			
	Hard Surface Cleaning	\$20	10	\$200

B9	Hinsdale Community Pool			
	Mowing	\$120	34	\$4,080
	String Trim	inc	34	
	Spring Clean Up 1	\$480	1	\$480
	Mulch Installation 1	\$1,000	1	\$1,000
	Planting Bed Maintenance	\$50	20	\$1,000
	Hard Surface Cleaning	\$20	20	\$400
	Shrub Trimming	\$650	1	\$650
	Fall Clean Up	\$480	1	\$480
B10	Melin Park			
	Mowing	\$105	34	\$3,570
	String Trim	inc	34	
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
B11	Memorial Building			
	Mowing	\$178	34	\$6,052
	String Trim	inc	34	φ 0,002
	Spring Clean Up	\$531	1	\$531
	Mulch Installation	\$800	2	\$1,600
	Planting Bed Maintenance	\$40	20	\$800
	Hard Surface Cleaning	\$20	20	\$400
	Shrub Trimming	\$1,140	1	\$1,140
	Fall Clean Up	\$708	1	\$708
B12	Peirce Park	7700		7700
	Mowing	\$235	34	\$7,990
	String Trim	inc	34	ψ,,,,,,,
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
B13	Robbins Park	720	10	7200
013	Mowing	\$450	34	\$15,300
	String Trim	inc	34	713,300
	Playground Maintenance	\$40	10	\$400
	**2 playgrounds	740	10	\$400
	Hard Surface Cleaning	\$20	10	\$200
B14	Stough Park	\$20	10	\$200
D14		\$170	24	¢F 700
	Mowing		34	\$5,780
	String Trim	inc	34	¢200
	Playground Maintenance	\$20	10	\$200
D4E	Hard Surface Cleaning	\$20	10	\$200
B15	Veeck Park	4000		410.000
	Mowing	\$300	42	\$12,600
	String Trim	inc		
	Spring Clean Up	\$468	1	\$468
	Mulch Installation	\$55	1	\$55
	Planting Bed Maintenance	\$685	10	\$6,850

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	Hard Surface Cleaning	\$20	10	\$200
	Shrub Trimming	\$535	1	\$535
	Fall Clean Up	\$624	1	\$624
	Playground Maintenance	\$20	10	\$200
B16	Woodland Park			
	Mowing	\$114	34	\$3,876
	String Trim	inc	34	
B17	Katherine Legge Memorial			
	General			
	Mowing	\$875	34	\$29,750
	String Trim	inc	34	
	Playground Maintenance	\$40	10	\$400
	**2 playgrounds		300 300	
	Spring Clean Up	\$250	1	\$250
	Mulch Installation (see below)	\$600	1	\$600
	Planting Bed Maintenance	\$25	34	\$850
	**Lodge Foundation			
	**Lodge Patios			
	**Park Entrance			
	Hard Surface Cleaning	\$20	34	\$680
	Shrub Trimming	\$225	2	\$450
	Fall Clean Up	\$375	1	\$375
	Platform Tennis	7	-	70.0
	Spring Clean Up	\$250	1	\$250
	Planting Bed Maintenance	\$25	10	\$250
	**4 berms	7		7200
	Hard Surface Cleaning	\$20	10	\$200
	**By entrance sign	7-0		7200
	Fall Clean Up	\$375	1	\$375
	Montessori School	70,0		ψο, σ
	Spring Clean Up	\$250	1	\$250
	Planting Bed Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
	Shrub Trimming	\$160	2	\$320
	Fall Clean Up	\$375	1	\$375
B18	Oak Street Bridge Park	40.0		70.0
	Mowing	\$28	34	\$952
	String Trim	inc	34	,
	Planting Bed Maintenance	\$20	10	\$200
B19	Burlington Park Wall	720	10	7200
010	Spring Clean Up	\$65	1	\$65
	Mulch Installation	\$130	1	\$130
	Planting Bed Maintenance	\$20	10	\$200
	Fall Clean Up	\$65	10	\$65

ANNUAL TOTAL FOR ASSIGNMENT B	\$148,067
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

Assignment C Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
С	WOODLAND RAIN GARDENS			
	String Trim	\$145	8	\$1,160
	Spring Clean Up	\$1,710	1	\$1,710
	Pre-emergent Herbicide Application	\$2,045	1	\$2,045
	Planting Bed Maintenance	\$865	8	\$6,920
	Shrub Trimming	\$450	1	\$450
	Fall Clean Up	\$1,710	1	\$1,710

ANNUAL TOTAL FOR ASSIGNMENT C	\$13,995
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

Assignment D

Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
D	VILLAGE PARKING DECK			
	Mowing	\$124	34	\$4,216
	String Trim	inc	34	
	Spring Clean Up	\$205	1	\$205
	Planting Bed Maintenance	\$45	20	\$900
	Watering	\$200	18	\$3,600
	Shrub Trimming	\$205	1	\$205
	Fall Clean Up	\$205	1	\$205

ANNUAL TOTAL FOR ASSIGNMENT D	\$9,331
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

AGENDA ITEM # 7d REQUEST FOR BOARD ACTION



Public Services & Engineering

AGENDA SECTION: First Reading - EPS

SUBJECT: Mandated Source Water Protection Plan

MEETING DATE: February 21, 2023

George Peluso, Director of Public Services

FROM: Mark Pelkowski, Water and Sewer Superintendent

Recommended Motion

Approve a proposal from HR Green for the development of a Source Water Protection Plan (SWPP).

Background

The Illinois Environmental Protection Agency (IEPA) has mandated that communities utilizing wells for water supply, or for emergency back-up purposes, develop a SWPP. The Village currently operates and maintains three active community water supply wells for emergency purposes only. As part of this mandate, the Village is required to create an Action Plan that can be used to educate the public and provide guidance on actions to protect the water system. The SWPP needs to be completed by July 26, 2023.

Discussion & Recommendation

In preparation for completing the plan, the Public Services Department reached out to two different consultants to assist with the preparation. Since this is a new mandate required by the State of Illinois, utilization of a consulting engineer is required in order to complete the plan accordingly. Due to their experience and familiarity with the Village, HR Green provided a satisfactory proposal that will keep the Village in compliance with the SWPP mandate.

The purpose of completing the SWPP is to identify areas that supply drinking water to the public, inventory potential sources of contamination, determine the susceptibility of the source water to contamination, and inform the public of the assessment results.

Budget Impact

There is a total of \$50,000 included in the CY23 budget for development of this plan. The total cost of the HR Green proposal is \$28,840. The Public Services Department did receive one additional verbal quote, and it was estimated to be \$50,000.

Village Board and/or Committee Action

N/A

Documents Attached

- 1. Village of Hinsdale Engineering Service Agreement
- 2. HR Green Proposal Development of a Source Water Protection Plan

VILLAGE OF HINSDALE 19 E. Chicago Ave. Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES AGREEMENT Source Water Protection Plan

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND CONSULTANT

This Professional Services Agreement is entered into this ___ day of ____ 2023, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and <u>Consultant</u> (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for <u>project tasks for the development</u> of a Source Water Protection Plan (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 01/31/2023 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project;

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

- A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.
- B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.
- C. The "Engineer" shall mean <u>HR Green</u>, its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.
- D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.
- E. The terms "Includes" and "Including" shall not be construed as limited to.

- F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.
- G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.
- H. The term "Shall" is imperative.
- I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the development of a Source Water Protection Plan as more fully described of Exhibit "A" attached hereto.
- J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.
- K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.
- L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

- A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for the tasks required to complete the <u>source water assessment and development of a Source Water Protection Plan</u> that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.
- B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.
- C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

- D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.
- E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.
- F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.
- G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than <u>07/14/2023.</u>

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

- A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.
- B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

SECTION 4. SCOPE OF SERVICES.

- A. As more fully set forth in its proposal dated <u>01/31/2023</u>, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the <u>.</u> Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement.
- B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$28,840.

B. Hourly Rates and Costs.

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

- C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.
- D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. <u>DELIVERY AND OWNERSHIP OF DOCUMENTS.</u>

- A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.
- B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.
- C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village. In the event of conflict between printed and electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. <u>INSURANCE.</u>

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which are caused from the intentional, willful and wanton, or negligent performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- 1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
- 2. Business Auto Liability, \$1,000,000 combined single limit per accident for bodily injury and property damage;
- 3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
- 4. Umbrella Coverage-\$2,000,000 per occurrence; and,
- 5. Professional Liability \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

- 1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
- 2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.
- 3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

- A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.
- B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. <u>USE OF SUBCONTRACTORS AND CONFLICTS OF IN</u>TEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss,

property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) to the extent arising out of: (a) failure to comply with, or violation of, any known federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

- B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorney's fees, to the extent arising out of negligent acts, omission, or willful misconduct in the performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.
- C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.
- D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any

other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

- B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:
- 1. <u>Sexual Harassment Policy</u>. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the III. Human Rights Act. 775 ILCA 5/1-105, et.seq.
- 2. <u>Tax Payments.</u> Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- 3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.
- 4. <u>Public Works Employment Discrimination Act.</u> The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
- 5. <u>Illinois Human Rights Act-Equal Opportunity Clause</u>. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 III. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. <u>Discrimination in employment prohibited</u>

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The Illinois Human Rights Act applies to all contracts identified in subsection(a).

10/2. Deemed incorporated in contract

- § 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 10/3. Includes independent contractors. etc.
- § 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons,

association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the

occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

- 1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
- 2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.
- a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.
- b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.
- c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.
- 3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and

reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to Village:If to Engineer:Village ManagerRavi S. Jayaraman

Village of Hinsdale <u>HR Green</u>

19 E. Chicago Avenue 1391 Corporate Drive, Suite 203

Hinsdale, Illinois 60521 McHenry, IL, 60050

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accept	ted this day of2	202X,			
Engine	eering Consultant				
Ву:					
	(Printed Name and Title)				
Accepted this day of 2023,					
The Village of Hinsdale, Illinois					
By:					
	Kathleen A. Gargano, Village Manag	er			
Exhibit	A – Consultant Proposal dated 01/31/2	023			



PROFESSIONAL SERVICES AGREEMENT

For

Development of a Source Water Protection Plan

Mark Pelkowski Water/Sewer Superintendent Village of Hinsdale 19 E. Chicago Avenue Hinsdale, Illinois 60521 (630) 789-7052

Ravi S Jayaraman, PE & Senior Project Manager HR Green, Inc. 1391 Corporate Drive, Suite 203 McHenry, IL, 60050 HR Green Project Number – 2302117

January 31, 2023

Version 2.1 02212019

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Version2.1 02212019



Professional Services Agreement Development of a Source Water Protection Plan 2302117 January 24, 2023 Page 1 of 10

THIS **AGREEMENT** is between VILLAGE OF HINSDALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT, which has a primary water source from Lake Michigan, through the DuPage Water Commission, maintains three active community water supply wells on emergency status as a requirement to maintain redundancy within the water system. The three emergency wells are within a shallow bedrock aquifer and will be the focus of the Source Water Protection Plan (SWPP). The CLIENT is interested in completing the Source Water Protection Plan (SWPP) as required by the Illinois Environmental Protection Agency (IEPA). As part of the SWPP, the COMPANY also understands that the CLIENT intends to create a user-friendly action plan document (Action Plan) that can be used to educate the public and provide guidance on actions to protect the water system. The SWPP needs to be completed and submitted to the Illinois Environmental Protection Agency (IEPA) by July 26, 2023.

1.2 Design Criteria/Assumptions

IEPA guidance and AWWA G300 Source Water Protection Standard.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1: Source Water Assessment

- Participate virtually in a pre-project kickoff meeting (Meeting #1) with CLIENT to review the scope of work, discuss the purpose of SWPP, discuss project expectations, and identify members of the Steering Committee, conduct data request, and present a draft of the vision and goals.
- Obtain the existing Source Water Protection Assessment (SWPA) and any Geographic Information System (GIS) data that is available from IEPA online resources.
- Review the IEPA's mapped SWPA areas to ensure all the active wells were included and describe the local and regional hydrogeological setting and water source characteristics.
 - > Includes an general hydrogeologic assessment summary of each operational well and planned wells (if any).
- Update and map the IEPA's completed potential contaminant source (PCS) inventory to include previously identified PCS and any new PCS since the completion of the IEPA inventory. The existing recognized setback zones will be included on all maps.
- Coordinate with CLIENT in describing the CLIENT's water system including a summary of water quality results and publicly available information from IEPA's. It is assumed that a summary of both groundwater and surface water sources will be documented.



Professional Services Agreement Development of a Source Water Protection Plan 2302117 January 24, 2023 Page 2 of 10

- Review the CLIENT's existing emergency plan to ensure source water protection elements have been incorporated and that contingency plans for future wells are incorporated. Information from the emergency plan may be incorporated into the SWPP or included as an appendix.
- Create a list of community water supply protection goals, objectives, and actions items specific to projects and programs that help reduce vulnerability of pollutants based upon research and input from the Steering Committee.
- Incorporate the goals, objectives, and action items into a detailed, user-friendly Action Plan describing CLIENT's and other stakeholder's actions to implement programs, projects, and activities to meet the SWPP goals and objectives. The Action Plan will be written so it can be shared with the public.
- Assist in the preparation of and participate virtually Steering Committee meeting #1 (Meeting #2) to discuss work completed, confirm well locations, present the draft SWPP, draft maps including PCA, and cover the draft action plan matrix.
- Assist in the preparation of and participate virtually Steering Committee meeting #2 (Meeting #3) to review and make changes to the final SWPP.
- Deliver the final SWPP and associated GIS files to the CLIENT.

3.0 Deliverables and Schedules Included in this Agreement

Deliverables

SWPP and Action Plan as detailed in scope of services.

Schedule

- Notice to Proceed February 21, 2023
- Final Completion of SWPP July 14, 2023

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- 1. Legal services necessary to obtain title, easement, or right-of-way for any elements of the Project.
- 2. Environmental investigations and reports.
- 3. Perform services requested by the CLIENT, but not included in this agreement.
- 4. Attendance at CLIENT Board meetings is not included.
- 5. Any other engineering services in connection with the Project.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.



Professional Services Agreement Development of a Source Water Protection Plan 2302117 January 24, 2023 Page 3 of 10

5.0 Services by Others

COMPANY will contract with LRE Water as a subconsultant for this project.

6.0 Client Responsibilities

- Designate a person to act as the CLIENT'S representative with respect to the services
 to be rendered under this agreement. Such person shall have authority to transmit
 instructions, receive information, interpret, and define CLIENT'S policies and decisions
 with respect to COMPANY'S services for the Project.
- 2. Assist COMPANY by placing at COMPANY'S disposal all available information pertinent to the Project.
- Examine all sketches, drawings, specifications, and other documents presented by COMPANY; obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto.
- 4. The CLIENT will provide copies of all reports, plans, plats, exhibits, and other information of record.
- 5. The CLIENT will participate in all meetings.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. If any invoice is not paid within 60 days (under the Illinois Prompt Payment Act), COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



Professional Services Agreement Development of a Source Water Protection Plan 2302117 January 24, 2023 Page 4 of 10

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis: Time and material basis with a Not to Exceed fee of \$28,840.00



Professional Services Agreement Development of a Source Water Protection Plan 2302117 January 24, 2023 Page 5 of 10

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



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services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



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8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the



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submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,



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employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8. 26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



Professional Services Agreement Development of a Source Water Protection Plan 2302117 January 24, 2023 Page 10 of 10

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,		
HR GREEN, INC.	; Jay avanan	
Ravi Jayaraman, PE	2-10-101	
Approved by:	72/1/24	<u></u>
Printed/Typed Name:	Mike Halde	
Title: Principal	Date:	January 31, 2023
VILLAGE OF HINSDAL	.E	
Accepted by:		<u></u>
Printed/Typed Name:		
Title:	Date:	



REQUEST FOR BOARD ACTION

Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1773

MEETING DATE: February 21, 2023

From: Alison Brothen, Finance Director

Recommended Motion

Approve payment of the accounts payable for the period of January 26, 2023 through February 15, 2023 in the aggregate amount of \$1,642,542.28 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1773 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1773

FOR PERIOD January 26, 2023 through February 15, 2023

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,642,542.28 reviewed and approved by the below named officials.

APPROVED BY		DATE	
	FINANCE DIRECTOR		
APPROVED BY		DATE	
	VILLAGE MANAGER		
APPROVED BY		DATE	
	VILLAGE TRUSTEE		

Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1773

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
2/3/2023	Village Payroll #3 - Calendar 2022	FWH/FICA/Medicare	\$ 94,343.41
Illinois Department of Revenue			
2/3/2023	Village Payroll #3 - Calendar 2022	State Tax Withholding	\$ 19,816.37
ICMA - 457 Plans			
2/3/2023	Village Payroll #3 - Calendar 2022	Employee Withholding	\$ 19,406.85
HSA PLAN CONTRIBUTION			
2/3/2023	Village Payroll #3 - Calendar 2022	Employer/Employee Withholding	\$ 1,858.34
Intergovernmental Personnel Benefit Coo	pperative	Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 49,984.65
Bond Payments:			
IRMA	2023 Annual Contribution		689,936.00
Department of Justice	Fair Housing Fee		10,000.00
	Total Bank	Wire Transfers and ACH Payments	\$ 885,345.62

Village of Hinsdale #1773 Summary By Fund

		Regular	ACH/Wire	
Recap By Fund	Fund	Checks	Transfers	Total
General Fund	100	292,951.70	417,895.00	710,846.70
Water & Sewer Operations	600	366,084.48	208,041.00	574,125.48
Escrow Funds	720	92,000.00	-	92,000.00
Payroll Revolving Fund	740	6,160.48	185,409.62	191,570.10
Library Operating Fund	900	-	74,000.00	74,000.00
Total		757,196.66	885,345.62	1,642,542.28



Invoice	Description		Invoice/Amount
VILLAGE TRUE VA	LUE HDWE		
452912	PD SINK REPAIR		38.92
	Check Date 1/26/2023	Total For Check # 114931	38.92
AT & T			
63032338639258	VEECK PARK WP-1/3	-2/12/23	519.01
	Check Date 2/1/2023	Total For Check # 114932	519.01
BLOOM, BRADLEY			
012523	WATER		282.37
	Check Date 2/1/2023	Total For Check # 114933	282.37
COMED			
2155025097	PD CAMERA		23.50
	Check Date 2/1/2023	Total For Check # 114934	23.50
LEE, MELISSA			
26536	KLM SECURITY DEP-	EN221126 #26536	500.00
26536	KLM SECURITY DEP-	EN221126 #26536	450.00
	Check Date 2/1/2023	Total For Check # 114935	950.00
PEERLESS NETWO	ORK, INC		
589730	PHONE CHARGES 1/2	15-2/14/23	50.58
589730	PHONE CHARGES 1/	15-2/14/23	255.51
589730	PHONE CHARGES 1/	15-2/14/23	315.86
589730	PHONE CHARGES 1/	15-2/14/23	200.52
589730	PHONE CHARGES 1/2	15-2/14/23	233.35
589730	PHONE CHARGES 1/2	15-2/14/23	200.16
		Total For Check # 114936	1,255.98
TOSHIBA FINANCIA	AL SERVICE		
492840814	COPIER LEASE FIRE	PUB SVC 1/19-2/19/23	269.12
492840814		PUB SVC 1/19-2/19/23	269.13
492348453	COPIER LEASE ADMI		275.00
	Check Date 2/1/2023	Total For Check # 114937	813.25
AFLAC-FLEXONE			
23688	Payroll Run 1 - Warran		626.44
		Total For Check # 114938	626.44
ILLINOIS FRATERN	IAL ORDER		
23686	Payroll Run 1 - Warran		768.00
	Check Date 2/7/2023	Total For Check # 114939	768.00



Invoice	Description	Invoice/Amount
NATIONWIDE RETI	REMENT SOL	
23687	Payroll Run 1 - Warrant PR2303	825.00
	Check Date 2/7/2023 Total For Check # 114940	825.00
NATIONWIDE TRUS	ST CO FSB	
23689	Payroll Run 1 - Warrant PR2303	3,502.27
	Check Date 2/7/2023 Total For Check # 114941	3,502.27
NCPERS GRP LIFE	INS#3105	
23685	Payroll Run 1 - Warrant PR2303	208.00
	Check Date 2/7/2023 Total For Check # 114942	208.00
STATE DISBURSE	MENT UNIT	
23690	Payroll Run 1 - Warrant PR2303	230.77
	Check Date 2/7/2023 Total For Check # 114943	230.77
BULLSEYE TELEC	OM INC	
45373464	PHONE CHARGES 1/26-2/25/23	729.30
45373464	PHONE CHARGES 1/26-2/25/23	76.94
45373464	PHONE CHARGES 1/26-2/25/23	72.83
45373464	PHONE CHARGES 1/26-2/25/23	291.30
45373464	PHONE CHARGES 1/26-2/25/23	57.86
45373464	PHONE CHARGES 1/26-2/25/23	658.44
45373464	PHONE CHARGES 1/26-2/25/23	384.84
45373464	PHONE CHARGES 1/26-2/25/23	76.94
45373464	PHONE CHARGES 1/26-2/25/23	72.83
45373464	PHONE CHARGES 1/26-2/25/23	149.77
45373464	PHONE CHARGES 1/26-2/25/23	52.13
	Check Date 2/7/2023 Total For Check # 114944	2,623.18
TOSHIBA FINANCIA	AL SERVICE	
492765839	COPIER LEASE PD 1/18-2/18/23	275.00
493090740	COPIER LEASE FIN 1/23-2/23/23	275.00
	Check Date 2/7/2023 Total For Check # 114945	550.00
AT&T MOBILITY		
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	210.90
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	84.36
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	42.18



Invoice	Description	Invoice/Amount
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	74.07
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	210.90
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	84.36
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	168.72
287305163654- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB WORKS	84.36
287305163488- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB SAFETY	159.34
287305163488- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB SAFETY	1,359.35
287305163488- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB SAFETY	998.79
287305163488- JAN23	PHONE CHARGES 12/26/22-1/25/23 PUB SAFETY	42.18
	Check Date 2/9/2023 Total For Check # 114946	3,519.51
COMCAST		
8771201110037136	POOL 2/4-3/3/23	169.80
	Check Date 2/9/2023 Total For Check # 114947	169.80
VERIZON WIRELES	S	
9926028014	IPADS/MODEMS/PD CAMERAS 1/25-2/23/23	72.00
9926028014	IPADS/MODEMS/PD CAMERAS 1/25-2/23/23	360.12
9926147912	PD MONTHLY USAGE 12/29/22-1/28/23	998.32
	Check Date 2/9/2023 Total For Check # 114948	1,430.44
3SI SECURITY SYS	TEMS INC	
INV1057457	TRACKING SVC	997.20
	Check Date 2/15/2023 Total For Check # 114949	997.20
4IMPRINT INC		
10819590	MARKETING ITEMS	455.58
	Check Date 2/15/2023 Total For Check # 114950	455.58
ACCUCOUNT VEND	DING	
382466	REPAIR LOCK FOR POP MACHINE	127.50
	Check Date 2/15/2023 Total For Check # 114951	127.50
AEP ENERGY		
3014421204-JAN23	19 E CHGO TRANSFORMER 12/16/22-1/19/23	2,400.80
3013129837-JAN23	2 E N STOUGH/STREET LIGHTS 12/21/22-1/24/23	7,405.60
301329848-JAN23	53 VILLAGE PL-12/15/22-1/18/23	533.21



Invoice	Description		Invoice/Amount		
3014421192-JAN23	908 ELM ST 12/16/22-1	/19/23	79.19		
	Check Date 2/15/2023	Total For Check # 114952	10,418.80		
ALEXANDER EQUIP	PMENT				
194716	CHAINSAW MAINTENA	ANCE	222.45		
194868	NEW BLADE FOR BRU	SH HOG	22.99		
	Check Date 2/15/2023	Total For Check # 114953	245.44		
ANDRZEJ JEDROL					
47	DEC22 KLM CLEANING	3	1,620.00		
48	JANUARY LODGE CLE	ANINGS	1,535.00		
	Check Date 2/15/2023	Total For Check # 114954	3,155.00		
ATLAS BOBCAT LL	.C				
BY9256	SWIVEL VALVE SEALS	S #90	218.14		
BY9520	FUEL FILTER #91		105.97		
		Total For Check # 114955	324.11		
BACKGROUNDS OF	NLINE				
549997	BACKGROUND CHECK	KS-JAN23	1,389.55		
	Check Date 2/15/2023	Total For Check # 114956	1,389.55		
BANNERVILLE USA	BANNERVILLE USA				
33655	POSTER FOR HIRING	FOR POOL STUFF	40.00		
	Check Date 2/15/2023	Total For Check # 114957	40.00		
BEACON SSI INCOI	RPORATED				
102797	OCT22 GAS TANK INS	PECTION	190.00		
103165	OSFM ANNUAL INSPE	CTION	268.70		
103166	ANNUAL WALK-THRU		250.00		
103167	NOV22 GAS TANK INS		190.00		
103867	FUEL TANK INSPECTION		190.00		
		Total For Check # 114958	1,088.70		
BEVERLY SNOW &					
62197	2-3 MAIN STATION PLA	ATFORM SNOW REMOVAL	5,105.00		
62198	2-3 HIGHLAND STATIC REMOVAL	N PLATFORM SNOW/ICE	3,839.00		
62085		NOW REMOVAL CONTRACT	3,050.00		
	Check Date 2/15/2023	Total For Check # 114959	11,994.00		
BILL JACOBS					
28477	CONT BD-300 E OGDE	N #28477	500.00		
28643	CONT BD-336 E OGDE	N #28643	1,000.00		



Invoice	Description		Invoice/Amount
	Check Date 2/15/2023	Total For Check # 114960	1,500.00
BRIDGEPAY NETW	ORK SOLUTIONS		,
11721	JAN23 TRANSACTIONS	3	54.90
	Check Date 2/15/2023	Total For Check # 114961	54.90
CATHERINES COM	MUNITY CLOSET		
INVOICE #1	DECOR/NAPKIN RENT	AL FOR CORKS & FORKS	150.00
	Check Date 2/15/2023	Total For Check # 114962	150.00
CENTRAL STATES	AUTOMATIC SPRINKLE	RS INC	
30684	NOV22 CLOCK TOWER	RSVC	1,174.00
	Check Date 2/15/2023	Total For Check # 114963	1,174.00
CHANDLER SERVIO	CES, INC		
29097	E84 REPAIR		711.21
	Check Date 2/15/2023	Total For Check # 114964	711.21
CHICAGO ARTISAN	N ROASTERS		
1234	COFFEE		55.00
1229	COFFEE		45.00
1237	COFFEE		55.00
	Check Date 2/15/2023	Total For Check # 114965	155.00
CHICAGO PARTS 8	SOUND LLC		
2J0004024	UNV CONTRAL PANEL	REPAIR - SQUAD 44	149.00
	Check Date 2/15/2023	Total For Check # 114966	149.00
CHRISTOPHER B B	BURKE		
178958	STANDPIPE MAINTEN	ANCE PROJ BOT-7/12/22	6,102.50
	Check Date 2/15/2023	Total For Check # 114967	6,102.50
CINTAS CORPORA	TION 769		
5142090539	RESTOCK MEDICAL CA	ABINET-WATER PLANT	194.24
4145315039	MAT & TOWEL SVC		22.85
4145315039	MAT & TOWEL SVC		30.53
4145315039	MAT & TOWEL SVC		21.39
4145315039	MAT & TOWEL SVC		21.29
4145315039	MAT & TOWEL SVC		46.08
4145315039	MAT & TOWEL SVC		42.97
	Check Date 2/15/2023	Total For Check # 114968	379.35
CLARENDON HILLS	S PARK DIST		
HINSDALECHEER2 0222.0	FALL II POMS AND CH	EER	220.00
	Check Date 2/15/2023	Total For Check # 114969	220.00



Invoice	Description	Invoice/Amount
COMCAST		
8771201110036757	VILLAGE HALL 2/5-3/4/23	268.85
8771201110036807	KLM 2/5-3/4/23	116.85
8771201110036815	WATER 2/5-3/4/23	169.80
	Check Date 2/15/2023	555.50
COMED		
0015093062	303 57TH STREET-SCADA	474.28
0075151076	ELEANOR PARK	648.36
0203017056	WARMING HOUSE/PADDLE HUT	492.34
0203065105	CHESTNUT PARKING	40.46
0395122068	STREET LIGHTS	75.42
0417073048	314 SYMONDS DR	589.84
0427019145	PD CAMERA	31.77
0471095066	FOUNTAIN	147.03
0499147045	BURLINGTON PARK	138.01
0651102260	PD CAMERA	31.77
0697168013	STREET LIGHTS	37.08
0825110049	PD CAMERA	29.76
1993023010	RADIO EQUIPMENT FD	236.84
2378029015	WASHINGTON	54.93
2425068008	VEECK PARK	1,092.86
2771151012	PD CAMERA	29.94
3454039030	VEECK PARK-WP	1,987.03
7011157008	NS CBQ RR	30.69
7011378007	PIERCE PARK	168.25
7093551008	KLM LODGE	781.70
7093551008	KLM LODGE	195.42
8521083007	ROBBINS PARK	650.76
8521342001	TRAIN STATION	1,045.43
8521400008	WATER PLANT	36.77
8605174005	BROOK PARK	421.64
8605437007	POOL	779.76
	Check Date 2/15/2023 Total For Check # 114971	10,248.14
COMED		
0381057101	CLOCK TOWER	23.50
0639032045	ROBBINS PARK	19.79
1107024145	LANDSCAPE LIGHTS 650	26.08
1507053046	PD CAMERA	29.21



Invoice	Description	Invoice/Amount
2195166237	PD CAMERA	29.19
6583006139	BURLINGTON PARK	23.50
7011481018	WALNUT STREET	24.51
7261620005	SAFETY TOWN	20.52
8689206002	ELEANOR PARK	28.76
8689480008	STOUGH PARK	19.46
8689640004	BURNS FIELD	21.26
	Check Date 2/15/2023 Total For Check # 114972	2 265.78
COMED-6112		
1653148069	TRAFFIC SIGNALS 12/29/22-1/30/23	50.15
	Check Date 2/15/2023 Total For Check # 114973	50.15
COMMUNITY CSD1	181	
117	OT FEES FOR FALLFEST 2022	80.00
	Check Date 2/15/2023 Total For Check # 114974	80.00
CONRAD POLYGR	APH, INC	
5388	POLYGRAPH EXAM	180.00
	Check Date 2/15/2023 Total For Check # 114975	180.00
CONSTELLATION I	NEWENERGY	
3665294	GAS BILLS 12/1-12/31/22	843.86
3665294	GAS BILLS 12/1-12/31/22	843.86
3665294	GAS BILLS 12/1-12/31/22	1,597.32
3665294	GAS BILLS 12/1-12/31/22	1,952.36
3665294	GAS BILLS 12/1-12/31/22	574.25
3665294	GAS BILLS 12/1-12/31/22	1,240.71
	Check Date 2/15/2023 Total For Check # 114976	7,052.36
COOK COUNTY TR	REASURER	
2022-4	MAINTENANCE OF TRAFFIC SIGNAL-10/1/22-12/3	31/22 24.00
	Check Date 2/15/2023 Total For Check # 114977	24.00
CORE & MAIN LP		
S113580	REPAIR/TAPPING MATERIALS	3,571.22
S032608	EMERG VALVE REPLACEMENT-VINE	3,836.98
S157382	TAPPING CLAMP	316.02
S157405	SPECIAL MATERIAL FOR WATER MAIN	790.50
S157369	TAP MATERIAL	3,063.00
S218255	RETURNED-TAP MATERIAL	-471.00
S186488	1 1/2 METER FLANGES	155.00
S186397	TAPPING MATERIAL	1,248.90



Invoice	Description		Invoice/Amount
	Check Date 2/15/2023	Total For Check # 114978	12,510.62
DANYLEVSKY, DEF	REK		
011023	UNIFORM ALLOW		223.48
	Check Date 2/15/2023	Total For Check # 114979	223.48
DOCU-SHRED, INC			
49720	DOCUMENT DESTRUC	CTION	80.00
	Check Date 2/15/2023	Total For Check # 114980	80.00
DOUGLAS INDUST	RIES		
370445	TENNIS CRANKS		694.00
	Check Date 2/15/2023	Total For Check # 114981	694.00
DU-COMM			
18411	QTR.SHARES - FEB-AF	PRIL 2023	75,510.50
18367	LEASE/OWNING COST	FEB- APRIL 2023	3,556.74
	Check Date 2/15/2023	Total For Check # 114982	79,067.24
DUPAGE WATER C	OMMISSION		
01-1200-00-JAN23	WATER CHARGES 12/3	31/22-1/31/23	318,088.26
	Check Date 2/15/2023	Total For Check # 114983	318,088.26
ECO CLEAN MAINTENANCE INC			
11442	CUSTODIAL SERVICES 2023		1,900.00
11442	CUSTODIAL SERVICES	S 2023	1,200.00
11442	CUSTODIAL SERVICES	S 2023	2,546.00
11442	CUSTODIAL SERVICES	S 2023	720.00
	Check Date 2/15/2023	Total For Check # 114984	6,366.00
ETP LABS, INC			
23-136374	DEC BACTERIA SAMPI	LES	276.00
	Check Date 2/15/2023	Total For Check # 114985	276.00
FACTORY MOTOR	PARTS CO		
50-4312693	ENGINE DRIVE BELT #	1 38	32.66
60-366189	WATER PUMP KIT/SEA	AL #38	102.40
60-367520	ENGINE OIL M84 & M8	5	150.84
	Check Date 2/15/2023	Total For Check # 114986	285.90
FCWRD			
009575-000-JAN23	SEWER 11/29/22-1/26/2	23	29.30
	Check Date 2/15/2023	Total For Check # 114987	29.30
FIRST COMMUNICA	ATIONS, LLC		
124886679	PHONE CHARGES 1/22	2-2/21/23	321.61
124886679	PHONE CHARGES 1/22	2-2/21/23	110.80



Invoice	Description		Invoice/Amount
124886679	PHONE CHARGES 1/2	2-2/21/23	231.82
124886679	PHONE CHARGES 1/2	2-2/21/23	63.05
124886679	PHONE CHARGES 1/2	2-2/21/23	486.73
124886679	PHONE CHARGES 1/2	2-2/21/23	208.60
124886679	PHONE CHARGES 1/2	2-2/21/23	816.24
	Check Date 2/15/2023	Total For Check # 114988	2,238.85
FORCE SCIENCE L	.TD		
FSI-27802	TRAINING-DE-ESCALA	ATION	495.00
	Check Date 2/15/2023	Total For Check # 114989	495.00
FOSTER'S TEST LA	ANE LLC		
41326	SAFETY LANE		101.00
	Check Date 2/15/2023	Total For Check # 114990	101.00
FOX VALLEY FIRE	& SAFETY		
IN00575696	EXTINGUISHER SERV	ICE	129.45
	Check Date 2/15/2023	Total For Check # 114991	129.45
FULLERS HOME &	HARDWARE		
JAN23	MISC HARDWARE		36.79
JAN23	MISC HARDWARE		5.58
JAN23	MISC HARDWARE		18.88
JAN23	MISC HARDWARE		11.16
JAN23	MISC HARDWARE		69.99
JAN23	MISC HARDWARE		32.37
JAN23	MISC HARDWARE		32.38
	Check Date 2/15/2023	Total For Check # 114992	207.15
FULLERS SERVICE	E CENTER IN		
JAN 2023	JAN CAR WASH		72.00
	Check Date 2/15/2023	Total For Check # 114993	72.00
FULTON SIREN SE	RVICES		
2356	MONITORING OUTDO	OR SIREN SYS. 01/01/23-	421.68
	Check Date 2/15/2023	Total For Check # 114994	421.68
GALLIK, ANDREW			
120522	TRAINING-REIMBURS	EMENT	51.28
	Check Date 2/15/2023	Total For Check # 114995	51.28
GALLS			
023342218	UNIFORM ALLOW		262.63
023342789	UNIFORM ALLOW		28.52



Invoice	Description		Invoice/Amount		
	Check Date 2/15/2023	Total For Check # 114996	291.15		
GARCIA, LOURDES	S				
101460089	REIMBURSE CERTIFIC	CATION RENEWAL	110.00		
	Check Date 2/15/2023	Total For Check # 114997	110.00		
GARRON, FERNAN	IDO				
012023	AUDIO/VIDEO SVC 1/1	7/23 MTG	200.00		
020223	AUDIO/VIDEO SVC 1/3	1 & 2/1/23 MTG	200.00		
020223	AUDIO/VIDEO SVC 1/3	1 & 2/1/23 MTG	325.00		
	Check Date 2/15/2023	Total For Check # 114998	725.00		
GOVTEMPS USA, I	LLC				
4095840	PAYROLL CONSULTAI	NT 12/4, 12/11	1,496.25		
4103834	PAYROLL CONSULTAI	NT 12/25	567.00		
	Check Date 2/15/2023	Total For Check # 114999	2,063.25		
GRAINGER, INC.					
9594043581	ICE MACHINE CLEANE	ER	24.58		
	Check Date 2/15/2023	Total For Check # 115000	24.58		
GREAT LAKES CO	NCRETE LLC				
248596	MANHOLE COVER		222.56		
	Check Date 2/15/2023	Total For Check # 115001	222.56		
H2O SERVICES, IN	H2O SERVICES, INC.				
5035	BOILER-CHEM		476.50		
	Check Date 2/15/2023	Total For Check # 115002	476.50		
HEALY ASPHALT (COMPANY LLC				
34890	COLD PATCH		931.55		
	Check Date 2/15/2023	Total For Check # 115003	931.55		
HOME DEPOT CRE	DIT SERVICE				
DEC2022	DEC MISC HARDWAR	≣	136.20		
DEC2022	DEC MISC HARDWAR	≣	63.88		
DEC2022	DEC MISC HARDWAR	=	158.73		
DEC2022	DEC MISC HARDWAR	Ξ	159.00		
DEC2022	DEC MISC HARDWAR	≣	109.66		
DEC2022	DEC MISC HARDWAR		98.91		
DEC2022	DEC MISC HARDWARI		39.32		
DEC2022	DEC MISC HARDWARI		94.91		
	Check Date 2/15/2023	Total For Check # 115004	860.61		



Invoice	Description		Invoice/Amount
HUGHES ENVIRON	MENTAL CONSULTING	INC	
126	VEECK CSO OPERATO	R-JAN FEE	400.00
	Check Date 2/15/2023	Total For Check # 115005	400.00
IACP			
0243415	MEMBERSHIP DUES 1.	/1-12/31/23	75.00
	Check Date 2/15/2023	Total For Check # 115006	75.00
IL PUBLIC SAFETY	AGENCY NETWORK		
0046883	MINI BULLET 01/01-06/	30-23	132.00
	Check Date 2/15/2023	Total For Check # 115007	132.00
ILCMA			
4179	JOB AD-MANAGEMEN	T ANALYST	50.00
	Check Date 2/15/2023	Total For Check # 115008	50.00
ILLCO, INC.			
2575000	BOILER VH-MH PARTS		96.55
	Check Date 2/15/2023	Total For Check # 115009	96.55
ILLINOIS SHOTOKA	N KARATE		
140	KARATE CLASSES FAI	_L 2022	2,253.60
	Check Date 2/15/2023	Total For Check # 115010	2,253.60
ILLINOIS STATE PO	LICE BUREAU OF IDEN	ITIFICATION	
ILL14539F-LARSON	BACKGROUND CHECK	(28.25
	Check Date 2/15/2023	Total For Check # 115011	28.25
IMAGETREND INC			
140268	IMAGE TREND SOFTW	ARE-ANNUAL FEE	2,188.75
140504	ANNUAL FEE CAD INT	EGRATION	1,060.90
	Check Date 2/15/2023	Total For Check # 115012	3,249.65
INDUSTRIAL ELECT	TRIC SUPPLY		
S100019141.001	FIRE ALARM BATTERY	•	61.93
S100018948.001	LIGHT FIXTURE FOR G	GARAGE	92.25
S100019142.001	PD/FIRE ALARM REPA	IRS	37.96
S100019142.001	PD/FIRE ALARM REPA	IRS	37.97
	Check Date 2/15/2023	Total For Check # 115013	230.11
INNOVATION ARTS	CONNECTION		
1250	DANCE SESSION I		615.00
	Check Date 2/15/2023	Total For Check # 115014	615.00



Invoice	Description		Invoice/Amount
INTERNATIONAL E	XTERMINATO		
102693	PEST CONTROL-1/19/2	23 FOOD PANTRY	238.00
	Check Date 2/15/2023	Total For Check # 115015	238.00
INTERSTATE BATT	TERY SYSTEM		
10077613	BATTERY #37		117.00
44449374	BATTERY #844 & #34		117.00
44449374	BATTERY #844 & #34		117.00
	Check Date 2/15/2023	Total For Check # 115016	351.00
IRMA			
SALES0020604	DECEMBER DEDUCTION	BLE	2,695.10
SALES0020604	DECEMBER DEDUCTION	BLE	3,659.59
SALES0020604	DECEMBER DEDUCTION	BLE	183.88
	Check Date 2/15/2023	Total For Check # 115017	6,538.57
J J KELLER & ASS	OCIATES INC		
9107685076	CDL TRAINING		500.00
9107683517	CDL TRAINING BOOKS		206.63
	Check Date 2/15/2023	Total For Check # 115018	706.63
JLC			
1109472895	JOURNAL OF LIGHT C	ONSTRUCTION SUBSCRIP	49.95
	Check Date 2/15/2023	Total For Check # 115019	49.95
JLD CONSULTING	GROUP		
12136	DEC22 CONSULTING F	FEE	5,500.00
12134	OCT22 CONSULTING F	FEE	5,500.00
12135	NOV22 CONSULTING F	FEE	5,500.00
	Check Date 2/15/2023	Total For Check # 115020	16,500.00
JULIE INC			
2023-0793	JULIE FEE		3,344.35
	Check Date 2/15/2023	Total For Check # 115021	3,344.35
K-FIVE CONSTRUC	CTION CORP		
45513	ASPHALT HAULING		300.00
	Check Date 2/15/2023	Total For Check # 115022	300.00
KLEIN,THORPE,JE	NKINS LTD		
231404-231408	LEGAL FEES THRU 12	/31/22	5,973.40
	Check Date 2/15/2023	Total For Check # 115023	5,973.40



Invoice	Description		Invoice/Amount
KRAMER FOODS			
011923	NATIONAL POPCORN	DAY	13.16
	Check Date 2/15/2023	Total For Check # 115024	13.16
KROESCHELL SER	VICE, INC		
69151	HVAC SVC		696.00
	Check Date 2/15/2023	Total For Check # 115025	696.00
LEXIS NEXIS			
6952593-20221130	INVESTIGATION DATA 10/31/23	BASASE SOFTWARE 11/1/22-	2,310.00
	Check Date 2/15/2023	Total For Check # 115026	2,310.00
THE LIFEGUARD S	TORE		
INV001277585	DECK SUPPLIES		152.48
INV001275396	MEDICAL RESCUE SU	PPLIES	365.60
INV001278074	LIFEGUARD SUPPLIES	3	597.75
000744771	FIRST AID SUPPLIES		365.60
000744926	RESCUE TUBES		602.09
	Check Date 2/15/2023	Total For Check # 115027	2,083.52
LISA LOMBARDI CO	DACHING		
50072057	CHOCOLATE PROGRA	M	63.00
	Check Date 2/15/2023	Total For Check # 115028	63.00
MAGIC OF GARY K	ANTOR		
1302023	MAGIC CLASS JANUAR	RY 23	15.40
	Check Date 2/15/2023	Total For Check # 115029	15.40
MCCANN INDUSTR	IES, INC		
P52322	SEAT SWITCH & IGNIT	ION SWITCH #29	248.46
	Check Date 2/15/2023	Total For Check # 115030	248.46
MCMAHON MAINTE	NANCE INC		
18180	GUTTER CLEANING		320.00
	Check Date 2/15/2023	Total For Check # 115031	320.00
METROPOLITAN FI	RE CHIEFS		
2023-GIANNELLI	2023 ANNUAL DUES		40.00
2023-CARLSON	2023 ANNUAL DUES		40.00
	Check Date 2/15/2023	Total For Check # 115032	80.00
MICHAEL TODD & 0	CO INC		
208491	BROOMS FOR BOBCA	T #91	730.64
	Check Date 2/15/2023	Total For Check # 115033	730.64



Invoice	Description	Invoice/Amount
MIDWEST TIME RE	ECORDER	
189069	PUB SVC TIME CLOCK JAN 23	94.60
	Check Date 2/15/2023 Total For Check # 115034	94.60
MONROE TRUCK	EQUIPT CO	
340311	PRE-WET SHUT OFF VALVE #9	20.89
	Check Date 2/15/2023 Total For Check # 115035	20.89
MUNICIPAL SERVI	CES ASSOCIATES INC	
48-2146-22	CONSULTING SERVICES	510.00
05-2166-23	FY23 ROW 3RD PARTY REVIEWS	637.50
10-2171-23	FY23 ROW 3RD PARTY REVIEWS	637.50
48-2146-22	CONSULTING SERVICES	326.40
	Check Date 2/15/2023 Total For Check # 115036	2,111.40
NAPA AUTO PART	rs ·	
6306-667182	APPARATUS REPAIRS	179.58
6306-666992	CREDIT FOR BATTERY DEPOSIT	-162.00
4343-814992	ENGINE DEGREASER #5	25.96
4343-814843	OIL DRY & SEALED BEAMS #5	23.98
4343-814843	OIL DRY & SEALED BEAMS #5	27.98
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	35.20
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	87.10
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	66.49
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	66.49
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	23.02
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	15.62
4343-82058	OIL/AIR FILTERS/BREAK PART CLEANER	44.28
4343-820341	SALT SPREADER LAMPS #11	60.40
4343-820504	THROTTLE BODY GASKET #844	18.80
4343-819411	UPPER RADIATOR HOSE #38	55.67
4343-820064	FUEL ADDITIVE #91	67.92
4343-820833	OIL DRY	23.98
	Check Date 2/15/2023 Total For Check # 115037	660.47
NATIONAL POWER	R RODDING	
53909	EMERG SEWER TV @ OGDEN/MADISON	1,375.00
	Check Date 2/15/2023 Total For Check # 115038	1,375.00



Invoice	Description		Invoice/Amount
NATIONAL SECUR	TY SERVICE LLC		
947916	SECURITY FOR JULY 4TH FEST	IVAL	408.80
	Check Date 2/15/2023 Total Fo	r Check # 115039	408.80
NEUCO INC			
6509486	HEAT UNIT MOTOR @ PUB SVC	GARAGE	223.05
	Check Date 2/15/2023 Total Fo	r Check # 115040	223.05
NICOR GAS			
12952110000	5905 S COUNTY LINE 12/16/22-1	/18/23	723.76
06677356575	PLATFORM TENNIS 12/16/22-1/1	8/23	2,428.66
90077900000	YOUTH CENTER 12/15/22-1/17/2	3	783.22
38466010006	121 SYMONDS 12/15/22-1/17/23		85.78
38466010006	121 SYMONDS 12/15/22-1/17/23		85.78
13270110003	350 N VINE 12/15/22-1/17/23		942.68
	Check Date 2/15/2023 Total Fo	r Check # 115041	5,049.88
NUCO2 INC			
72007622	POOL CO2		214.03
	Check Date 2/15/2023 Total Fo	r Check # 115042	214.03
OAKWOOD ELECT	RIC & GENERATOR		
28577	CONT BD-7 W AURES #28577		500.00
	Check Date 2/15/2023 Total Fo	r Check # 115043	500.00
OLYMPIA MAINTEN	IANCE INC		
298317	EXHAUST SYSTEM CLEANING A	AT KLM	1,145.00
	Check Date 2/15/2023 Total Fo	r Check # 115044	1,145.00
AKATS CONSTRUC	CTION INC		
28494	CONT BD-811 JUSTINA #28494		500.00
	Check Date 2/15/2023 Total Fo	r Check # 115045	500.00
AKATS CONSTRUC	CTION INC		
28468	CONT BD-811 JUSTINA #28494		5,000.00
	Check Date 2/15/2023 Total Fo	r Check # 115046	5,000.00
BODNAR, SOPHIA			
27385	CONT BD-427 W BIRCHWOOD #	27385	500.00
	Check Date 2/15/2023 Total Fo	r Check # 115047	500.00
BULLEY & ANDRE	WS CONCRETE RESTORATION		
27025	CONT BD-21 SPINNING WHEEL	#27025	10,000.00
	Check Date 2/15/2023 Total Fo	r Check # 115048	10,000.00



Invoice	Description		Invoice/Amount
CHICAGO PLUMBING EXPERTS			
27406	CONT BD-611 W CHICAGO AVE #27406		500.00
	Check Date 2/15/2023	Total For Check # 115049	500.00
CLAIRMONT LTD			
27203	CONT BD-432 S ADAMS #27203		500.00
	Check Date 2/15/2023	Total For Check # 115050	500.00
COWHEY, DENNIS			
27092	CONT BD-605 S BRUNER #27092		4,500.00
	Check Date 2/15/2023	Total For Check # 115051	4,500.00
DIECKOW, AUDREY			
28530	CONT BD-101 N CLAY	#28530	10,000.00
	Check Date 2/15/2023	Total For Check # 115052	10,000.00
FIMEK, LINDSAY			
257834	PROGRAM CANCELLA	TION	195.00
	Check Date 2/15/2023	Total For Check # 115053	195.00
FIORITO, CARL			
27313	CONT BD-810 JACKSON #27313		4,500.00
	Check Date 2/15/2023	Total For Check # 115054	4,500.00
FRANK, JOSHUA			
28526	CONT BD-317 PHILLIPPA #28526		3,500.00
	Check Date 2/15/2023	Total For Check # 115055	3,500.00
GEOFFRION, BLAKE			
27163	ST MGMT-332 N OAK #	27163	3,000.00
	Check Date 2/15/2023	Total For Check # 115056	3,000.00
GEOFFRION, BLAKE			
27164	STMWR BD-332 N OAK	C#27164	4,500.00
	Check Date 2/15/2023	Total For Check # 115057	4,500.00
HERGENROETHER, HANNAH			
257862	PROGRAM CANCELLE	D	112.00
	Check Date 2/15/2023	Total For Check # 115058	112.00
HEWITT, AMANDA & JOHN			
28478	CONT BD-430 N QUINCY #28478		1,000.00
	Check Date 2/15/2023	Total For Check # 115059	1,000.00



Invoice	Description		Invoice/Amount
LANDEK INC			
27158	CONT BD-30 S LINCOL	N #27158	10,000.00
	Check Date 2/15/2023	Total For Check # 115060	10,000.00
LI, SONGSONG			
257787	PROGRAM CANCELLA	TIONS	58.00
257787	PROGRAM CANCELLA	TIONS	54.00
	Check Date 2/15/2023	Total For Check # 115061	112.00
MCTIGUE, VANESS	6 A		
485094	PARKWAY TREE REIM	BURSEMENT	260.00
	Check Date 2/15/2023	Total For Check # 115062	260.00
MOORE, LOUISE			
257922	CORKS AND FORKS C	ANCELLATION	125.00
	Check Date 2/15/2023	Total For Check # 115063	125.00
MURPHY CONSTRU	JCTION SVCS		
26325	CONT BD-115 E FIRST	ST #26325	1,000.00
		Total For Check # 115064	1,000.00
NATARAJAN, BALU			
26803	CONT BD-18 CHARLES		10,000.00
		Total For Check # 115065	10,000.00
P&D CONSTRUCTION			
26846	CONT BD-518 HANNAH		5,500.00
		Total For Check # 115066	5,500.00
PRO ELECTRIC INC			
27428	CONT BD-520 HANNAH		500.00
DUDOCI EANIMATI		Total For Check # 115067	500.00
	ER & FIRE SYSTEMS INC	-	0.000.00
28605	CONT BD-723 N ELM #		2,000.00
DIVEDA EDICA	Check Date 2/15/2023	Total For Check # 115068	2,000.00
RIVERA, ERICA	DDOODAM OANOELLA	TION	00.00
257864	PROGRAM CANCELLA	Total For Check # 115069	90.00
ROMANELLI, JOHN		TOTAL FOI GHECK # 113009	90.00
27393	CONT BD-1412 BURR (7VK CT #32303	500.00
۷۱ کان		Total For Check # 115070	500.00 500.00
	Check Date 2/15/2023	TOTAL FOR CHECK # 1150/0	500.00



Invoice	Description		Invoice/Amount	
SOUMAR MASON	ARY RESTORATION			
27354	CONT BD-30-110 W C	HESTNUT #27354	500.00	
	Check Date 2/15/2023	Total For Check # 115071	500.00	
TSAI, JENNIFER				
257637	CLASS CANCEL		48.00	
	Check Date 2/15/2023	Total For Check # 115072	48.00	
TSAI, JENNIFER				
257638	CLASS CANCEL		90.00	
	Check Date 2/15/2023	Total For Check # 115073	90.00	
ORBIS SOLUTIONS	S			
5574243	IT SVC CONTRACT &	CLOUD BACKUP 2/1-2/28/23	14,156.32	
5574243	IT SVC CONTRACT &	VC CONTRACT & CLOUD BACKUP 2/1-2/28/23		
	Check Date 2/15/2023	Total For Check # 115074	15,956.32	
PERMA SEAL				
25484	CONT BD-118 THE LA	CONT BD-118 THE LANE #25484		
24708	CONT BD-124 N ADAM	IS #24708	1,000.00	
26427	CONT BD-16 W BIRCHWOOD #26427		500.00	
	Check Date 2/15/2023	Total For Check # 115075	2,000.00	
PIECZYNSKI, LIND	Α			
121	ROLL CALL NEWS		110.00	
	Check Date 2/15/2023	Total For Check # 115076	110.00	
PLAQUES PLUS				
H1219-108	BENCH PLAQUE		219.98	
H1122-05	BENCH PLAQUE		126.12	
	Check Date 2/15/2023	Total For Check # 115077	346.10	
PORTER LEE COR	PORATION			
28102	ANNUAL SOFTWERE	SUPPORT- BEAST	1,065.00	
	Check Date 2/15/2023	Total For Check # 115078	1,065.00	
PRI MANAGEMEN	T GROUP			
19412	MANAGING POLICE R	ECORDS	327.98	
	Check Date 2/15/2023	Total For Check # 115079	327.98	
QUADIENT INC				
59865764	METER MAINT & REN	TAL 2/13/23-5/12/23	389.10	
59865764	METER MAINT & REN	TAL 2/13/23-5/12/23	111.88	
	Check Date 2/15/2023	Total For Check # 115080	500.98	



Invoice	Description	Invoice/Amount	
RAY O'HERRON CO	O INC		
2247541	UNIFORM ALLOW		129.98
2249917	BADGE HOLDERS		125.93
	Check Date 2/15/2023	Total For Check # 115081	255.91
RED FEATHER PAI	INTING CO		
26346	CONT BD-5901 S COU	NTY LN #26346	10,000.00
	Check Date 2/15/2023	Total For Check # 115082	10,000.00
RED WING BUSINE	ESS ADVANTA		
20230126040764	UNIFORM ALLOW		219.99
	Check Date 2/15/2023	Total For Check # 115083	219.99
REDSTONE MANU	FACTURING LLC		
28322	WEAPONS CABINET		3,168.00
28322-A	WEAPONS CABINET		1,392.22
	Check Date 2/15/2023	Total For Check # 115084	4,560.22
REFRESHING GRE	AT LAKES LLC		
REBI012917	COFFEE VH		52.50
REBI012917	COFFEE VH		53.00
	Check Date 2/15/2023	Total For Check # 115085	105.50
RELIABLE FIRE &	SECURITY		
79059	CO2 EXTINGUISHER		295.00
	Check Date 2/15/2023	Total For Check # 115086	295.00
RIDGELINE CONSU	JLTANTS LLC		
17336	SURVEYING WORK @	110 E OGDEN	1,000.00
	Check Date 2/15/2023	Total For Check # 115087	1,000.00
ROEHN, RICH			
011823	STAFF LUNCH		156.10
	Check Date 2/15/2023	Total For Check # 115088	156.10
ROOT, MATTHEW			
1000047357	UNIFORM ALLOW		77.85
	Check Date 2/15/2023	Total For Check # 115089	77.85
RUSSO, RACHEL			
1	COMMUNICATION & P	UBLICATION CONTRACTOR	1,335.00
	Check Date 2/15/2023	Total For Check # 115090	1,335.00
SAVAGE, SCOTT			
1893	TRAINING-RESPONSE		593.00
	Check Date 2/15/2023	Total For Check # 115091	593.00



Invoice	Description	Invoice/Amount	
SESAC RIGHTS MO	GMT INC		
175397	MUSIC LICENSE		553.00
	Check Date 2/15/2023	Total For Check # 115092	553.00
SOCCER MADE IN	AMERICA		
CA23-001	SOCCER WINTER BRE	EAK CAMP	667.80
	Check Date 2/15/2023	Total For Check # 115093	667.80
SPORTSKIDS INC			
873801	WINTER BREAK CAMP	PS .	705.60
	Check Date 2/15/2023	Total For Check # 115094	705.60
STANLEY STEEME	R INTL INC		
13505477-68	CARPET CLEANING		692.00
		Total For Check # 115095	692.00
STARGUARD ELIT	E LLC		
INV2448	ANNUAL TRAINING CE		500.00
INV2461	CHRISTINE PFAU LGI		200.00
INV2465	INSTRUCTOR TRAININ		200.00
CTEDUEN A LACE		Total For Check # 115096	900.00
STEPHEN A LASEI		#050 DANIEL INITED\#5\M0	5,000,00
2007646		ICES PANEL INTERVIEWS	5,000.00
STERLING CODIFI		Total For Check # 115097	5,000.00
21573		C C	500.00
22526		2023-2024 HOSTING FEE DEC22 S-2 EDITING (ZONING) ORD O2022-21	
22527	DEC22 S-6 EDITING O	•	220.00 682.00
		Total For Check # 115098	1,402.00
STEVE PIPER & SO			,
20581	TREE MAINT SVC YEA	R 2 VBOT 2/16/21	2,257.00
20582	TREE MAINT SVC YEA	R 2 VBOT 2/16/21	2,712.50
20596	TREE MAINT SVC YEA	R 2 VBOT 2/16/21	1,505.05
	Check Date 2/15/2023	Total For Check # 115099	6,474.55
STITCH N STUDIO			
577343	UNIFORM ALLOW		558.00
	Check Date 2/15/2023	Total For Check # 115100	558.00
STS OPERATING, I	INC		
5837869-00	HVAC FILTERS "O" RIN	NGS	100.05
	Check Date 2/15/2023	Total For Check # 115101	100.05



Invoice	Description		Invoice/Amount
SUBURBAN BUILD	ING		
FEB23	2023 SPRING SCHOOL	-	2,250.00
	Check Date 2/15/2023	Total For Check # 115102	2,250.00
SUBURBAN DOOR	CHECK		
IN554947	LOCK REPAIR AT KLM		13.60
	Check Date 2/15/2023	Total For Check # 115103	13.60
SUBURBAN FAMIL	Y MAGAZINE		
020623	AD FOR POOL		695.00
	Check Date 2/15/2023	Total For Check # 115104	695.00
SWARD, CARTER			
JAN2023	REIMB. FOR EXAM- DE	RONE TR	175.00
	Check Date 2/15/2023	Total For Check # 115105	175.00
SZAFLARSKI, NINA	A-PETTY CASH		
13/31/22	DECEMBER 2022-REIN	ИВ	405.54
13/31/22	DECEMBER 2022-REIN	ИВ	82.94
	Check Date 2/15/2023	Total For Check # 115106	488.48
TELCOM INNOVAT	IONS GROUP		
A59327	PHONE SYSTEM MAIN	Т	72.50
A59482	PHONE SYSTEM MAIN	Т	181.25
	Check Date 2/15/2023	Total For Check # 115107	253.75
TERRY PLUMBING	СО		
230095	EMERGENCY PLUMBII	NG REPAIR	2,966.33
	Check Date 2/15/2023	Total For Check # 115108	2,966.33
THE HINSDALEAN			
12272	LEGAL NOTICE-ELM S	T SIDEWALK IMPROV	159.60
12254	#HPC-01-2023 & #A-37	-2022	579.60
12254	#HPC-01-2023 & #A-37	-2022	411.60
40693	NOW HIRING ADS		281.00
	Check Date 2/15/2023	Total For Check # 115109	1,431.80
THE LAW OFFICES	OF AARON H. REINKE		
H-1-20-2023	ADMIN HEARING-TOW	INGS	200.00
		Total For Check # 115110	200.00
THE LIFEGUARD S	TORE		
INV0012278382	LIFE VESTS		584.62
	Check Date 2/15/2023	Total For Check # 115111	584.62



Invoice	Description	Invoice/Amount
THE STEVENS GR	OUP	
0177221	BUSINESS CARDS-GOLDRICK	58.75
0178095	50/50 SIDEWALK LETTER	1,021.00
	Check Date 2/15/2023 Total For Check # 115112	1,079.75
THIRD MILLENIUM	l	
28627	V-PAY ONLINE HOSTED SVC FEE 2/15/23-2/14/24	2,099.65
28622	VEH ONLINE ANNUAL MAINT 2/15/23-2/14/24	1,388.10
28692	UTILITY BILLINS 2/2/23	1,112.82
	Check Date 2/15/2023 Total For Check # 115113	4,600.57
THOMSON REUTE	RS WEST	
847758954	SOFTWARE SUBS01/01-01/31	240.01
	Check Date 2/15/2023 Total For Check # 115114	240.01
TOMMY R'S CATE	RING	
13400-1469	SERVICE LUNCHEON 1/20/23	1,187.00
	Check Date 2/15/2023 Total For Check # 115115	1,187.00
TOSHIBA AMER B	USINESS SOLUTIONS	
5958411	MAINT COPIER FIN 11/1/22-1/31/23	485.42
5958404	MAINT COPIER FIRE 11/1/22-1/31/23	182.85
5958392	MAINT COPIER PUB WORKS 11/1/22-1/31/23	75.42
5958410	MAINT COPIER PD 11/1/22-1/31/23	282.81
5958288	MAINT COPIER COM DEV/PARKS 11/1/22-1/31/23	554.07
5958288	MAINT COPIER COM DEV/PARKS 11/1/22-1/31/23	237.46
	Check Date 2/15/2023 Total For Check # 115116	1,818.03
TOTAL PARKING S	SOLUTIONS	
106094	PAYBOX PAPER	360.00
	Check Date 2/15/2023 Total For Check # 115117	360.00
TRAFFIC CONTRO	L & PROTECT	
113780	PERMIT PARKING SIGNS (PD REQUEST)	140.20
113779	PERMIT PARKING SIGNS (PD REQUEST)	966.60
113781	PERMIT PARKING SIGNS (PD REQUEST)	424.50
	Check Date 2/15/2023 Total For Check # 115118	1,531.30
TRESSLER, LLP		
459979	PROF FEES THRU 1/31/23	5,109.50
	Check Date 2/15/2023 Total For Check # 115119	5,109.50
TRINE CONSTRUC	CTION CORP	
202399	EMERG SEWER REPAIR-ODGEN/MADISON	8,433.88
	Check Date 2/15/2023 Total For Check # 115120	8,433.88



Invoice	Description	Invoice/Amount
TRITON ELECTRO	DNICS, INC	
7624	RADAR RE-CALIBRATION	594.00
	Check Date 2/15/2023	594.00
U S POSTAL SERV	VICE	
PERMIT #137- FEB23	MAILINGS 50/50 & WATER	2,000.00
	Check Date 2/15/2023 Total For Check # 115122	2,000.00
US GAS		
401158	OXYGEN FOR AMBULANCE	93.98
401304	OXYGEN FOR AMBULANCE	31.83
	Check Date 2/15/2023 Total For Check # 115123	125.81
VANNORSDEL, DA	AVID	
JAN-23	ERP PROJECT MGMT JAN23	3,230.50
JAN-23	ERP PROJECT MGMT JAN23	1,319.50
	Check Date 2/15/2023 Total For Check # 115124	4,550.00
VERIZON WIRELE	SS	
9926075406	PD PARKING/FD CARDIAC MONITORS	38.01
9926075406	PD PARKING/FD CARDIAC MONITORS	50.04
	Check Date 2/15/2023 Total For Check # 115125	88.05
VILLAGE TRUE VA	ALUE HDWE	
221702	KLM BATHROOM REPAIR	16.19
	Check Date 2/15/2023 Total For Check # 115126	16.19
VULCAN CONST N	MATERIALS LL	
33144840	TRENCH BACKFILL CA-6	935.71
	Check Date 2/15/2023 Total For Check # 115127	935.71
WAREHOUSE DIR	ECT INC	
5418553-0	OFFICE SUPPLIES	3.04
5427041-0	OFFICE SUPPLIES	428.60
5422544-0	OFFICE SUPPLIES	155.89
5420385-0	POOL OFFICE SUPPLIES	151.38
5419940-0	LODGE EVENT SUPPLIES	93.51
5420402-0	POOL OFFICE SUPPLIES	47.29
5412913-0	ADMIN OFFICE SUPPLIES	37.97
5415061-1	LODGE JANITORIAL SUPPLIES	282.65
5423876-0	LODGE JANITORIAL SUPPLIES	306.41
5415061-0	LODGE CLEANING SUPPLIES	130.72



Invoice	Description	Invoice/Amount
5409983-0	PARKS JANITORIAL SUPPLIES	218.04
5428225-0	OFFICE SUPPLIES	145.40
5428425-0	OFFICE SUPPLIES	143.04
5428404-0	OFFICE SUPPLIES	79.64
C5427041-0	CREDIT RETURN PRINTER	-399.10
5425029-0	JANITORIAL SUPPLIES	86.48
5425022-0	JANITORIAL SUPPLIES	701.35
	Check Date 2/15/2023 Total For Check # 115128	2,612.31
WARREN OIL COM	IPANY	
W1535699	DIESEL FUEL 11/17/22-1/25/23	1,494.48
W1535699	DIESEL FUEL 11/17/22-1/25/23	2,511.01
W1535699	DIESEL FUEL 11/17/22-1/25/23	731.97
W1535699	DIESEL FUEL 11/17/22-1/25/23	338.07
W1535699	DIESEL FUEL 11/17/22-1/25/23	16.20
	Check Date 2/15/2023 Total For Check # 115129	5,091.73
WBBR CHAMBER	OF COMMERCE	
1278	ANNUAL CHAMBER MEMBERSHIP	250.00
	Check Date 2/15/2023 Total For Check # 115130	250.00
WEX BANK		
87003833	UNLEADED FUEL JAN23	133.34
87003833	UNLEADED FUEL JAN23	397.45
87003833	UNLEADED FUEL JAN23	3,971.09
87003833	UNLEADED FUEL JAN23	1,350.37
87003833	UNLEADED FUEL JAN23	296.31
87003833	UNLEADED FUEL JAN23	197.55
87003833	UNLEADED FUEL JAN23	48.67
87003833	UNLEADED FUEL JAN23	751.73
87003833	UNLEADED FUEL JAN23	733.71
87003833	UNLEADED FUEL JAN23	-134.48
	Check Date 2/15/2023 Total For Check # 115131	7,745.74
WILLOWBROOK FO	ORD INC	
6387756/1	INSPECTION/DIAGNOSTICS SQUAD #23	170.00
5161440	COOLANT PIPE SEAL #38	19.75
5161458	HEATER HOSES #38	102.28
	Check Date 2/15/2023 Total For Check # 115132	292.03
YIAYIAS PANCAKE	HOUSE	
309635	OT MEAL SNOW/ICE 1/25/23	89.76



Invoice	Description	Invoice/Amount
310207	OT MEAL SNOW/ICE 1/30/23	110.75
309702	OT MEAL SNOW/ICE 1/26/23	124.03
	Check Date 2/15/2023 Total For Check # 115133	324.54
	Total For ALL Checks	757,196.66



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	292,951.70
WATER & SEWER OPERATIONS FUND	600	366,084.48
ESCROW FUND	720	92,000.00
PAYROLL REVOLVING FUND	740	6,160.48
	TOTALS:	757,196.66

END OF REPORT



AGENDA ITEM # 8b REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Consent Agenda - ACA

Subject: Approval of an Ordinance to Dispose of Village Owned Property

MEETING DATE: February 21, 2023

FROM: Bradley Bloom

Recommended Motion

Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale.

Background

The Village information technology contractor has accumulated certain computer desktops, tablets, laptops and cell phones that have been taken out of service due to age, functionality or breakage.

State statutes and Village ordinances require that the Village Board declare these items as surplus and approve the sale or disposal of property owned by the Village. Exhibit A, attached, contains a listing of the items staff is recommending be deemed as surplus and recommends sale or disposal of these items.

Budget Impact

None

Village Board and/or Committee Action

This item appears as a Consent Agenda item because it is a routine item.

Documents Attached

- 1. Exhibit A Inventory Form
- 2. Ordinance

EXHIBIT A INVENTORY FORM

Quanity	ITEM/MAKE	MODEL/STYLE	VIN/Serial NUMBER	MINIMUM BID	
	IT Equipment				
2	Cell phone	Blackberry	N/A	No value	
18	Cell phones	Misc brand flip phones	N/A	No value	
2	Cell Phones	Misc brand android phones	N/A	No value	
10	cell phones	Apple iPhones	N/A	No value	
4	Ipads	Apple Ipad	N/A	broken no value	
1	MDT	Panansonic Model CF3110672CM	5DKSA22210	\$125	
1	MDT	Panasonic Model CF3110672CM	5DKSA22166	\$125	
1	MDT	Panasonic Model CF3110672CM	5DKSA22200	\$125	
1	MDT	Panasonic Model CF3110672CM	5DKSA22150	\$125	
1	MDT	Panasonic Model CF3110672CM	5DKSA22307	\$125	
1	MDT	Panasonic Model CF3110672CM	5BKSA14689	\$125	
1	MDT	Panasonic Model CF3110672CM	5BKSA15359	\$125	
1	MDT	Panasonic Model CF26	6FKSA46973	\$125	
1	MDT	Panasonic Model CF30	7AKYA07073	\$125.00	
1	PRINTER	Brother Model HL22	U63879F5N890326	\$55	
1	PRINTER	Brother Model HL22	U62674E2N608013	\$50	
1	PRINTER	Brother Model HL22	U62673L0J4131867	\$50	
1	PRINTER	Brother Model HL22	U62673A1J524395	\$50	
1	PRINTER	Brother Model HL53	U62248K0J777429	\$100	
1	PRINTER	Brother Model HL54	U63081E4N727248	\$120	

VILLAGE OF HINSDALE

ORDINA	ANCE NO	
OUDIIN	AINCE INC	•

AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OR DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF HINSDALE

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell or dispose of said property by auction or in a manner approved by the Village Manager by online auction open to public, or otherwise donate or dispose of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

<u>Section One:</u> Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its sale, donation, or disposal.

<u>Section Two:</u> Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village of Hinsdale by auction open to public auction, on or after Wednesday, February 22, 2023, to the highest bidder on said property, or otherwise donate or dispose of the property.

<u>Section Three:</u> The Village Manager is hereby authorized and may direct the online auction to advertise the sale of the aforementioned personal property.

<u>Section Four:</u> No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or her agent.

<u>Section Five:</u> The Village Manager is hereby authorized and may direct the online auction to facilitate an agreement for the sale of said personal property. Property determined to not have value may be disposed of or donated as authorized by the Village Manager. Items sold at auction will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Six:	Upon	payment	of th	e full	auction	price,	the	Village	Manager	is	hereby
authorized ar	nd dire	cted to co	nvey	and tr	ansfer tit	le to th	e af	oresaid	personal ¡	orop	erty, to
the successfu	ul bidde	er.									

<u>Section Seven:</u> This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this	_ day of	, 2023.	
AYES:			
NAYS:			
ABSENT:			
APPROVED this	day of	, 2023.	
		Village President	
ATTEST:			
 Village Clerk		_	



AGENDA ITEM # 80 REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Bid #1676 – Elm Treatments

MEETING DATE: February 21, 2023

FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion

Award a Year 3 extension for the Elm Tree Treatment Contract #1676 to Kinnucan Tree Experts and Landscape Company in the bid comparison amount of \$11.42 per inch not to exceed the budgeted amount of \$137,930.76 in the Calendar Year 2023 budget.

Background

In January of 2021, Public Services Staff solicited sealed bids for elm tree treatments. The bid package requested unit pricing for elm tree fungicide injections. Unit Pricing would be held constant over the two years of the contract. Public Services staff published the bid package on Monday, January 18, 2021. Public Services staff provided the bid package to eight (8) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. The bid opening was held on Monday, February 1, 2021 and the Village received five (5) competitive bids.

Discussion & Recommendation

Kinnucan provided elm injection services to the Village of Hinsdale in 2021 and 2022. This is a third-year extension of the contract. Kinnucan has agreed to the contract requirement of maintaining unit pricing for this third-year extension.

Budget Impact

Included in the Calendar Year 2023 Budget is \$137,930.76 in the Elm Tree Treatment line item (4300-7261) to contract treatments for prevention of Dutch elm disease in American Elm trees. Public Services staff recommends approval to utilize the fully budgeted amount of \$137,930.76 for elm tree treatment services.

Village Board and/or Committee Action

N/A

Documents Attached

- 1. Bid #1676 Bid Tabulations
- 2. Kinnucan Extension Letter

DATE:

Village of Hinsdale BID NUMBER: 1676

PROJECT NAME:

Elm and Ash Treatments 2/1/2021

Item

No.

<u>Description</u>	Qty Est
Elm Tree Fungicide	12852

<u>Description</u> Elm Tree Fungicide Trees Injected/week

Kinnucan							
28877 Nagel Court							
Lake Bluff, IL 60044							
5%	5% bond						
Unit	Extended						
Price Total							
\$ 11.42	\$ 146,769.84						
	50-70						

Eternally Green Lawn Care						
57 Eisenhower South						
Lombard, IL 60148						
5% bond						
Unit	Extended					
Price Total						
\$ 12.00	\$ 154,224.00					
25						

Landscape Concepts Management 31745 N Alleghany Rd						
Grayslake, IL 60030						
5%	5% bond					
Unit	Extended					
Price Total						
\$ 12.45	\$ 160,007.40					
	35					

Tre	es "R" Us						
PO Box 6014							
Wauconda, IL 60084							
5% bond							
Unit			Extended				
Price Total							
\$	14.23	\$	182,883.96				
			60				

Balanced Environments Inc. 17950 W IL Route 173						
Old Mill Creek, IL 60						
5% bond						
Unit Extended						
Price Total						
\$ 16.73	\$ 215,013.96					
	45					

<u>Description</u> Elm Tree Fungicide Trees Injected/week

Village of Hinsdale 19 E Chicago Avenue Hinsdale, IL 60521 Attn: John Finnell

January 10, 2023

RE: Extend contract to perform Elm Treatments on Village owned trees

John Finnell,

Kinnucan Company wishes to extend the contract, at current terms, to perform Elm Treatments on city owned Elm trees in accordance with contract specifications.

We have been a TCIA Accredited Company since 2007 and will have 1-2 Certified Arborists on the crew performing the treatments.

Please contact me directly with any questions.

Sincerely

Kris Bockhaut President



AGENDA ITEM # 8d REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda - ZPS

SUBJECT: Replacement of Patrol Vehicles

MEETING DATE: February 21, 2023

From: Brian King, Chief of Police

Recommended Motion

Approve payment to Thomas Dodge Chrysler, Highland, IN, for the purchase of five (5) new patrol fleet vehicles in the amount of \$197,601.

Background

Supply Chain issues in 2021 and 2022 with the Ford Police Interceptors led to the delay and the eventual cancellation of three of our squad cars, one from 2021 and three from 2022. These cars were previously approved for purchase by the Village Board. Due to the cancellations, the CY 2023 CIP contains a total of four cars for replacement. The fifth car that the Village is requesting be replaced as part of this purchase was ordered in 2022 and due to be delivered and paid for at the end of CY 2022 but was cancelled in the last weeks of December without enough time to re-budget for 2023. However, any unspent funds remain available to future use.

Discussion & Recommendation

This request is consistent with the Capital Improvement Plan (CIP). As indicated, vehicle production of squad cars resulted in the cancellation of three of four vehicles. The current vendor anticipates delivery of these squads sometime after June of 2023. The vendor has participated in a purchasing cooperative through the Southwest Conference of Mayors and as such we have received competitive pricing. Our historical vendor, Currie Motors is not offering competitive bids and is not guaranteeing delivery of police vehicles in 2023. The cost savings to the Village by ordering squads through Thomas Dodge is approximately \$50,000.

Four of the cars will be assigned to patrol, replacing vehicles whose current mileage is between 72,000 and 113,000 miles. The vehicle replacement policy for patrol vehicles indicates that the vehicles should be replaced every three and a half to four years and at approximately 85,000 miles. These vehicles are 2017 and 2018 model years. One car will be designated as the parking control vehicle equipped with LPR technology to enforce the new online permitting program. This car will replace a 2014 squad car with 99,000 miles.

SUMMARY OF PROPOSED VEHICLE REPLACEMENTS

Vehicle	Use	Original Budget/CIP Year	Year	Mileage	Projected mileage at time of replacement	Notes
Squad #23	Marked Community Service Officer/Parking Enforcement/Patrol	2023	2014	99,350	See notes	Currently out of service. Needs 10K\$ engine repairs
Squad #32	Unmarked Patrol Used for traffic enforcement	2022	2018	113,000	125,000	Likely sell at auction – subsequent to inspection
Squad #44	Marked Patrol	2022	2017	75,859	85,000	Considering outfitting LPR camera's from #23 until new CSO vehicle is purchased.
Squad #45	Marked Patrol	2022	2018	72, 221	79,000	Primary car for CSO's - LPR parking enforcement. Not used for patrol
Squad #46	Marked Patrol	2021	2019	83, 670	90,000	Current vehicle to be repurposed and made a Village wide pool car

Village	Patrol and Daily	2019 or later	85,000	
Replacement	Use Vehicles	(3.5 to 4 years)		
Policy				

Budget Impact
The CY 2023 budget included \$49,000 each for three squad cars (#32,#44,#45) and \$42,000 and for one CSO vehicle (#23). The fifth car (#46) was not budgeted for CY 2023 and was not

Page 2 of 3 AGENDA ITEM: 6.31 included in the CY 2023 Capital Improvement Plan as it was part of last year's budget and Capital Improvement Plan (CIP) and up until the last weeks of December, staff thought it would be paid out of the 2022 Budget. The unspent funds for this vehicle remained in the CIP reserve. Utilizing these funds in 2023 will have no impact on the Village's overall financial position. Should the Board approve this purchase, \$49,000 will be included in the CY 2023 Annual Appropriations Ordinance. In addition to the cost of the vehicle, supplemental costs include the outfitting of the vehicles. Outfitting is the transfer and installation of the equipment from the old vehicles into the new. This includes computers, radios, camera and partitions. The outfitting costs will be competitively bid and brought to the Village Board for approval.

Village Board and/or Committee Action

N/A

Documents Attached

1. Capital Improvement Plan

Page 3 of 3

		N = New Item Added Since 2022 Capital Plan									
		U = New Item Updated Since 2022 Capital Plan]								
		Fund - Corporate		Police - Department 2100							
			Year 0 Budget	Year 0 Est. Actual	Year 1 Budget		Year 3 Projected			Five-Year	
		Item	2022	2022	2023	2024	2025	2026	2027	Plan Total	
	100-20-21-2100-00-7909	Building Maintenance									
	2.02	Replace Police/Fire Building Roof	290,000	238,144						-	
N		Range Updates			250,000					250,000	
	100-20-210-2100-00-7903	Equipment							, 14	-	
		Replace In-Car Laptops & Printers (9)	0	44,567					59,500	59,500	
		Replace Electronic Fingerprint Identification System	30,000	-	30,000					30,000	
N		Replace TASERs					30,000			30,000	
N	100-20-21-2100-00-7901	Drone			10,000					10,000	
N		Security Enhancements		46,000						-	
N	100-20-21-2200-00-7901	Motorola Starcom Radios		-10.11	5,600	5,600	5,600	5,600	5,600	28,000	
	9	Replace Duty Pistols (30)	0	18,043	11.					-	
	100-20-21-2200-00-7903	Body Camera System / In Car Video / Footage Server						200,000		200,000	
		Parking Payboxes	171,000	-							
	100-20-21-2200-00-7907	Vehicles								_	
		Replace Supervisor Patrol Vehicle Unit #40				49,000				49,000	
		Replace Patrol Vehicle Unit #41				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	49.000			49,000	
		Replace Patrol Vehicle Unit #42					49,000			49,000	
		Replace Patrol Vehicle Unit #43				49,000	,		49,000	98,000	
		Replace Patrol Vehicle Unit #44	49,000	-	49,000				49,000	98,000	
		Replace Patrol Vehicle Unit #45			49,000				49,000	98,000	
		Replace Patrol Vehicle Unit #46		49,000	AT .	,		49,000		49,000	
		Replace Non Marked Patrol Vehicle Unit #32	49.000	-	49,000			,	49,000	98,000	
		Replace Non-Patrol Det. Vehicle #31(black)		1.80		42,000				42,000	
		Replace Non-Patrol Vehicle #34 (maroon)					42,000			42,000	
		Replace Non-Patrol Det. Vehicle # 50 (silver)			۸ =	42,000				42,000	
		Replace Covert Vehicle				20,000				20,000	
		Replace Deputy Chief Vehicle # 33						42,000		42,000	
		Replace Chief Vehicle # 51					45,000			45,000	
		Replace/purchase a new CSO/ LPR Vehicle #23			42,000	/				42,000	
		Grand Total	589,000	395,754	484,600	207,600	220,600	296,600	261,100	1,470,500	

Vehicles

Replace CSO/LPR Vehicle # 23- new purchase

Vehicle Description

Make	Ford
Model	Explorer
Year	2014
Useful Life	
Mileage Maintenance	95,614
Costs*	\$4.321



Current Vehicle #23(old 43)

Project Description & Justification

In accordance with the Department's vehicle replacement policy, which states that marked patrol vehicles should be replaced every three and a half to four years, and at approximately 85,000 miles, this item will replace one CSO vehicle. The cost per vehicle assumes a 3% base cost increase per year and includes an equipment switch cost of \$10,000. The current CSO/LPR parking enforcement vehicle was a repurposed squad 43, which was turned into 23 in 2018 with 47,000 miles. Since then, PD spent \$2800 in repairs.

\$4,321

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on the condition at the time of recommended replacement, a determination will be made as to whether to repurpose the vehicle within the Village or to dispose of it by auction or trade-in.

Project Update

There are no updates to this project.

Project Alternative

^{*}Cost is estimated based upon current records.

Costs*

Vehicles 2023

Replace Unmarked Patrol Vehicle #32 ORDERED

\$49,000

Vehicle Description

MakeFordModelExplorerYear2018Useful Life3.5 - 4 YearsMileage107,692Maintenance107,692



Current Vehicle #32

Project Description & Justification

This unit is an unmarked vehicle that is used in traffic enforcement. In accordance with the Department's vehicle replacement policy, which states that unmarked patrol vehicles should be replaced every three and a half to four years and(at approximately 85,000 miles), this item will replace one patrol vehicle. The cost per vehicle assumes a 3% base cost increase per year and includes switch over equipment cost of \$12,000

\$5,389

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, a determination will be made as to whether to repurpose the vehicle within the Village or to dispose of it by auction or trade-in.

Project Update

Utility production in process - May-October. No delivery date.

Project Alternative

^{*}Cost is estimated based upon current records.

Vehicles 2023

Replace Patrol Vehicle #44 ORDERED

\$49,000

Vehicle Description

MakeFordModelExplorerYear2017Useful Life3.5 - 4 YearsMileage74,129MaintenanceMaintenance

Costs*



Current Vehicle #44

Project Description & Justification

*Cost is **estimated** based upon current records.

In accordance with the Department's vehicle replacement policy, which states that marked patrol vehicles should be replaced every three and a half to four years and at approximately 85,000 miles, this item will replace one patrol vehicle. The cost per vehicle assumes a 3% base cost increase per year and includes equipment switch-over cost of \$12,000 per vehicle.

\$2,666

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, a determination will be made as to whether to repurpose the vehicle within the Village or to dispose of it by auction or trade-in.

Project Update

Utility production in process - May-October. No delivery date.

Project Alternative

Vehicles 2023

Replace Patrol Vehicle #45

\$49,000

Vehicle Description

Make Ford

Model Explorer

Year 2018

Useful Life Repurpose as CSO 25/LPR

Mileage 65,659

Maintenance

Costs*





Current Vehicle #45

Project Description & Justification

In accordance with the Department's vehicle replacement policy, which states that marked patrol vehicles should be replaced every three and a half to four years, and at approximately 85,000 miles, this item will replace one patrol vehicle. The cost per vehicle assumes a 3% base cost increase per year and includes an equipment switch cost of \$12,000. This vehicle will be repurposed as a second CSO /LPR parking enforcement vehicle.

\$4,051

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on the condition at the time of recommended replacement, a determination will be made as to whether to repurpose the vehicle within the Village or to dispose of it by auction or trade-in.

Project Update

There are no updates to this project.

Project Alternative

Costs*

Vehicles 2022

Replace Patrol Vehicle #46

\$49,000

Vehicle Description

MakeFordModelExplorerYear2017Useful Life3.5 - 4 YearsMileage59,080Maintenance59,080

*Cost is **estimated** based upon current records.



Current Vehicle #46

Project Description & Justification

In accordance with the Department's vehicle replacement policy, which states that marked patrol vehicles should be replaced every three and a half to four years and at approximately 85,000 miles, this item will replace one patrol vehicle. The cost per vehicle assumes a 3% base cost increase per year and includes new interior equipment due to changes in the Ford Interceptor model.

\$4,922

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, a determination will be made as to whether to repurpose the vehicle within the Village or to dispose of it by auction or trade-in.

Project Update

There are no updates to this project.

Project Alternative



AGENDA ITEM # 9a REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Second Reading – ACA

Subject: Designate the position of Village Manager as the Village of Hinsdale

Fair Housing Compliance Officer

MEETING DATE: February 21, 2023

FROM: Kathleen A. Gargano, Village Manager

Recommended Motion

Designate the position of Village Manager as the Village of Hinsdale Fair Housing Compliance Officer.

Background

To settle litigation, the Village Board approved a Consent Decree at its January 31, 2023, Village Board meeting.

Discussion & Recommendation

The Consent Decree requires certain actions be taken by the Village Board related to its policies and procedures. Within 30 days of entry of the Consent Decree, a Fair Housing Compliance Officer is required to be designated as provided in Section III.11.

Budget Impact

No Budget Impact.

Village Board and/or Committee Action

The Village Board approved the provisions of the Consent Decree at its January 31, 2023, Village Board meeting

Documents Attached

None.



Village of Hinsdale Tom Cauley, Village President and Board of Trustees 19 E. Chicago Avenue Hinsdale, IL 60521

February 13, 2023

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce would like to thank the Village Board and staff for your dedication and continued support in an effort to enhance and maintain a healthy vibrant Hinsdale business community. Hinsdale continues to develop and prosper; touted as a "destination" shopping location the entire community can be proud of. In those efforts the Chamber appreciates our partnership and strong working relationship we have established with the Village of Hinsdale in order to produce the annual community special events planned for 2023.

As the summer months are just around the corner, the Chamber has been hard at work coordinating all aspects of the traditional seasonal events soon to launch.

Enclosed is a copy of the Chamber's proposed calendar for 2023 including Special Events dates and specific requests for assistance in order to host and conduct the safest, finest and orderly run activities possible for our residents and the surrounding area visitors. The Chamber is requesting permission from the Village of Hinsdale to promote and conduct these annual events on the dates suggested. We look forward to another successful special event season and we are honored to host them each and every year.

We are requesting to modify Uniquely Thursdays with the following item: Moving from a malt-based seltzer to a spirit based (example: Vodka) seltzer instead. Our current malt-based seltzer (white Claw) has an ABV of 5% and moving to a vodka based seltzer would be the same ABV at 5% as well. This would be offered at all requested 10 weeks of Uniquely Thursdays, June 15th – August 17th 2023.

Thank you for your consideration,

Laura Liss, Chairman of the Board Hinsdale Chamber of Commerce

cc: Kathleen Gargano; Village Manager

Hinsdale SHOP - DINE - DISCOVER CHAMBER OF COMMERCE

UNIQUELY THURSDAYS



Village of Hinsdale Board of Trustees Thomas Cauley, Jr.; Village President 19 E Chicago Avenue Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce is planning to conduct *Uniquely Thursdays* for ten weeks. Our *Uniquely Thursday's* event has continued success in drawing in new and returning visitors and residents into downtown Hinsdale. *Uniquely Thursdays* celebrated 20 years last season and has become an established favorite and very popular event the community thoroughly enjoys and supports! The Chamber is requesting the following:

- *Uniquely Thursday's* event to be in Burlington Park and is asking the Village's permission to close Chicago Avenue between Garfield Street and Washington Street each Thursday evening between 4:00 p.m. to 10:00 p.m. starting on June 15th through August 17th.
- Support of the Public Services Department: the Chamber requests additional assistance from the Village of Hinsdale for the physical set-up/break down of the event equipment; tables, tent, pop-up canopies, garbage cans, ice for beer & wine products, coolers, signage and electrical & water hookups.
- The Chamber requests assistance from the Hinsdale Police Department for the control of liquor on the premises (not sold at the event) and the assistance to prohibit outside solicitation, on event nights (10 Thursdays throughout the summer.)
- The Chamber request additional presence of the Hinsdale Police Department for additional safety precautions.
- Allow two-three portable restrooms to be placed in the park each Thursday.

If you have any questions, please do not hesitate to contact me at the Chamber Office (630) 323-3952. I thank you for your time in advance.

Respectfully Submitted, Eva Field, President & CEO Hinsdale Chamber of Commerce CC: Kathleen Gargano; Village Manager